

Tom Green County Commissioners' Court July 26th, 2005

The Commissioners' Court of Tom Green County, Texas, met in Regular Session July 26, 2005 in the Edd B. Keyes Building, with the following members present:

Ralph E. Hoelscher, Commissioner of Precinct #1
 Karl Bookter, Commissioner of Precinct #2
 Steve Floyd, Commissioner of Precinct #3
 Richard Easingwood, Commissioner of Precinct #4
 Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:40 AM.
2. Commissioner Bookter offered the invocation. Pledge of Allegiance to the United States and the Texas Flag were recited.
4. **Commissioner Easingwood moved to accept the Consent Agenda as corrected. Commissioner Floyd seconded the motion. The following items were approved:**
 - A. Approved the Minutes of the Meeting from July 12th, 2005.
 - B. There were no Minutes of Accounts Allowable (Bills) presented.
 Approved the Purchase Orders from July 11th- 15th, 2005 in the amount of \$ 86,992.18 and from July 18th – 22nd, 2005 in the amount of \$146,044.50.
 - C. Personnel Actions as corrected:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	GRADE /STEP	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Talamantes, Kriselda	Vehicle Registration	Promotion	6/20/05	10/1	\$650.15 S/M	
Guajardo, Refugia	Library	Promotion	7/18/05	13/1	\$753.91 S/M	
Wilson, Deborah	Library	New Hire	7/20/05	N/A	\$6.15/Hour	
Killam, Stefanie	Jail	New Hire	7/25/05	16/1	\$874.22 S/M	

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	GRADE /STEP	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Tipton, Frank	CRTC	Salary Increase	2/01/05	N/A	\$2315.20 S/M	
Masterson, Robert	CRTC	Salary Increase	3/16/05	N/A	\$1839.47 S/M	
Gray, Clarence	CRTC	Salary Increase	7/16/05	N/A	\$1251.98 S/M	
Jennings, Pamela	CRTC	Salary Increase	6/16/05	N/A	\$1266.90 S/M	
Huereca, Harvey Sr.	CRTC	Salary Increase	6/16/05	N/A	\$1254.43 S/M	
Glover, Garlan	CRTC	Salary Increase	2/01/05	N/A	\$1544.25 S/M	
Stout, Jesse R.	CRTC	Salary Increase	2/01/05	N/A	\$1438.13 S/M	
Bethea, Travis	CRTC	Salary Increase	2/01/05	N/A	\$1142.24 S/M	
Frieda, Charles R.	CRTC	Salary Increase	1/01/05	N/A	\$1142.25 S/M	
Fry, Gary D.	CRTC	Salary Increase	12/01/04	N/A	\$1086.95 S/M	
DeLaRosa, Bryan G.	CRTC	Salary Increase	2/16/05	N/A	\$1025.25 S/M	
Huber, Thomas B.	CRTC	Salary Increase	11/16/04	N/A	\$926.41 S/M	
Espinoza, Samuel	CRTC	Salary Increase	2/01/05	N/A	\$926.41 S/M	
Hawkins, Derrick B.	CRTC	Salary Increase	4/01/05	N/A	\$860.99 S/M	
Dodson, Carolyn	CRTC	Salary Increase	5/01/05	N/A	\$1329.43 S/M	
Mata, Vicente	Roy K. Robb	Dismissal	7/07/05	N/A	\$7.50/Hour	
Holt, Donna	Jail	Resignation	7/09/05	N/A	\$874.22 S/M	

Booth, Kristin L.	Juvenile	Resignation	7/22/05	N/A	\$958.33 S/M
Tobias, Santa M.	CSCD	Dismissal	7/13/05	N/A	\$1278.21 S/M
Pena, Julio	CSCD	Promotion	8/01/05	N/A	\$1073.67 S/M
Belcher, Wendy	CSCD	Salary Increase	7/01/05	N/A	\$769.33 S/M
Reviere, Robert	CSCD	Salary Increase	11/16/04	N/A	\$913.42 S/M

The following personnel actions are presented for *Grants* as a matter of record: **None**

- D. Acknowledged receipt of \$79,437.14 from the 2005 City/County/ISD annual surplus auction.
- E. Acknowledged the receipt of the 2004 – 2005 annual County inventory on July 1, 2005 as a matter of record.
- F. Accepting Fee Collection Report by Justice of the Peace Precinct 2 for June 2005 pursuant to Section 114.044 of the Local Government Code as a matter of Record. (Filed for review in the County Clerk’s Office.)

G. Approved request from Verizon Southwest to construct a communication line within the right-of-way of a county road to bore 50 feet on the road from the North ROW to the South ROW of W. Grape Creek Road. A 1.5 inch Poly Pipe with drop wire will be placed at this location. The proposed work is located at 10636 W. Grape Creek Road 465 feet to the East of Glass Road; the drop wire and bore will be a minimum depth of 24 inches.

H. Consider accepting the Extension Service Monthly Schedule of Travel for June 2005 as a matter of record. (Recorded with these minutes.)

The motion passed 5-0.

- 5. Commissioner Easingwood moved to approve the contract between Department of Information Resources (DIR) and Tom Green County for Sprint Telecommunication Services and authorize the Judge to sign all necessary papers. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**
- 6. Judge Brown moved to adopt the Proclamation proclaiming July 31, 2005 as Stratton B. Cralle Day in Tom Green County for his Community Service with the Boy Scouts of America and the Rotary Club. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**
- 7. Judge Brown moved to accept the grant award from the Governor’s Criminal Justice Division for the Tom Green County Sheriff’s Office Crisis Intervention Unit in the amount of \$59, 932.00 that became effective July 1, 2005. Commissioner Hoelscher seconded the motion. The motion passed 5-0. (Recorded with these Minutes.)**

8. **Judge Brown moved to approve the correction of the signature date from 2004 to 2005 on the Resolution to apply for an OVAG grant for the Crisis Intervention Unit. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
9. **Commissioner Bookter moved to accept the proposal for Collateralized Escrow Agreement between Caprock and Drew Darby Escrow as presented with 3 variances and authorize the Judge to sign the plat for Stonewall Ridge Addition. Commissioner Floyd seconded the motion. The motion passed 5-0.**
10. Consideration for an Order on Terry E. Southern and Tom Green County Sheriff's Department regarding Notice of Nonsuit was omitted because the District Court has jurisdiction for such an order and not the Commissioners Court. **No Action.**
12. **Tabled** consideration for purchase of equipment for State Inmate work crew for more information.
13. **Tabled** consideration regarding Water Valley ISD's offer to mow Harper Park. Judge Brown appointed Anne Bramble, Nelson Perez (Parks Director) and 2 available Commissioners to evaluate the condition of the Parks equipment and make a report to the Court.
11. **Commissioner Hoelscher moved to negotiate a 23-month contract for electric utility service with the General Land Office of Texas. Motion was put on hold for more information.**
14. **Judge Brown moved to approve an Intergovernmental Agreement between Tom Green County and both Dickens County and Taylor County for the housing of Tom Green County prisoners in the Dickens County and Taylor County Jails. Commissioner Hoelscher seconded the motion. The motion passed 5 – 0. (Recorded with these Minutes.)**
15. **Judge Brown moved to Table awarding the RFP on the Habitational Facility. Commissioner Bookter seconded the motion. The motion passed 5 – 0.**
16. **Commissioner Easingwood moved to accept and approve Contract # 725869 between Tom Green County and the Office of Rural Community Affairs (ORCA) for the Christoval Water Project and authorize the Judge to sign all necessary papers. Judge Brown seconded the motion. The motion passed 5 - 0. (Recorded with these Minutes.)**
17. **Commissioner Bookter moved to accept the Auditor's Monthly Report for June 2005 as a matter of record. Commissioner Easingwood seconded the motion. The motion passed 5 – 0. (Recorded with these Minutes.)**
18. **Commissioner Hoelscher moved to accept the County Treasurer's Report for the month of June 2005, as presented. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

19. Judge Brown reported that there had been a meeting of Community leaders and they expressed support for moving the Library into the Hemphill Wells building as a center point for city improvements of the downtown area. **No action was taken.**

20. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.

21. There were no line item transfers.

22. Future Agenda Items Discussed:

1. Consider determination regarding Road Commissioner status.

23. Announcements:

1. United Way “Day of Caring” will be Saturday, July 30th, 2005 beginning at 8:00 AM. Gathering point will be in the alley behind Christians in Actions on South Randolph.
2. The next regular Commissioners’ Court meeting will be Tuesday August 2nd, 2005.
3. Budget Sessions will continue Wednesday, July 27th, at 9:00 AM.

11. Continue Item # 11---Commissioner Hoelscher restated his motion to negotiate a 23-month contract for electric utility services with the General Land Office of Texas. Commissioner Bookter seconded the motion. The motion passed 5 – 0.

24. Judge Brown adjourned the meeting at 9:55AM.

As per HB 2931, Section 4:

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners’ Court Meeting that met in Regular Session on July 26th, 2005.

I hereby set my hand and seal to this record August 2nd, 2005.

Elizabeth McGill, County Clerk and
Ex-officio Clerk of the Commissioners’ Court

84-0

D-360
D-843

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS' COURT REPORT

Name: Brandon Asbill	Title: CEA 4-H & YD
County: Tom Green	Month: June 2005

6/1	Range Eval Practice	16		
6/2	Dist Office, 4-H Bldg Const	44		
6/3	4-H Bldg const	11		
6/3	James Wilde- goat project	18		
6/6	James Wilde- goats; 4-H bldg const	21		
6/7-9	State 4-H Roundup, College Station	685		
6/10	4-H bldg, MIR Center	26		
6/13	Dist horse show- Sweetwater	157		
6/14	MIR- Farm safety day camp prep	25		
6/14	Talpa- meet Brown co agent with training materials	104		
6/15	Farm Safety day camp- MIR	30		
6/16	4-H bldg const, fairgrounds	35		
6/17	Fairgrounds- Shamrock Shuffle	48		
6/20	4-H bldg const, Dist Office	35		
6/21	State steer validation- Wall	39	6.25	
6/22	4-H bldg, MIR Center	40		
6/23	Roberson Rent all- ditcher for Wall Elem garden	40		
6/24	4-H bldg const, Dist Office	40		
6/28-30	Dist Office	20		
GRAND TOTAL OF MILEAGE, MEALS AND LODGING		1,434	6.25	0.00

Other Expenses (list) Personal Cell phone use 90 min @\$.40/min= \$36.00

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

VOL. 82 PG.

8

Brandon Asbill
County Extension Agent

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Steve Sturtz	TITLE: CEA AG/NR
COUNTY: Tom Green	MONTH: June

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
6/1 - 6/3	Shamrock Shuffle meeting, Quail Masters Training- District Office/ Tennyson. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	658		
6/5- 6/11	Livestock Judging Preparation for State Roundup (Brady, Llano, Brenham) State Round 4-H Round-up (College Station). 4-H Project Management Selection - Goats & Sheep (Mason, Brownwood, Menard, San Angelo).	1578		
6/12-6/17	Howard College Lamb Camp- Big Spring, Schleicher County Goat Sale- Eldorado, Shamrock Shuffle Preparation. 4-H Project Management Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1267		
6/18	Vacation- Attend Funeral in Iowa			
6/20- 6/24	Pesticide Applicator Trainer- Training/Update, District Office.4-H Project Management Selection/ Steer Validation. - Cattle, Goats & Sheep(Rocksprings, Mason, San Angelo, Goldthwaite). Producer Mangement Cotton, Rangeland, Livestock (Wall, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1365		
6/27-6/31	State Fair Lamb & Goat Validation- Wall, Christoval, Water Valley, Grape Creek. Horticulture Training - District Office. Deer Depredation determination- Wall. Office Mgmt (Reports, Mail, E-Mail, Phone). 4-H Project Management Selection - Cattle, Goats & Sheep.	895		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		5763	0	0

Other expenses (list) _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

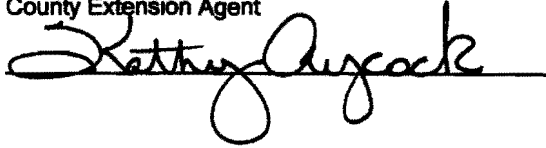
DATE: June		NAME: Steve Sturtz		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
175	36	49	2	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
		30	3	295

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
7/5	Evaluate Brush Demonstration Plots, Establish Cedar Demonstration Plot- Grape Creek, San Angelo
7/6	Establish 2 Cotton Root Rot Demonstration Plot Wall & Mereta
7/7	Conservation Tillage Field Day- Ballinger
7/10-7/13	TCAAA State Meeting- Odessa
7/14-7/15	VACATION
7/19-7/21	Abandoned Water Well Plugging Demonstration/ Field Days -Wall, Eden, Winters
7/24-7/30	Spectra 4-H Camp- Lake Brownwood

Other Expenses (List) Tom Green County 4-H Clothing and Textiles Workshops - \$16.40

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

County Extension Agent

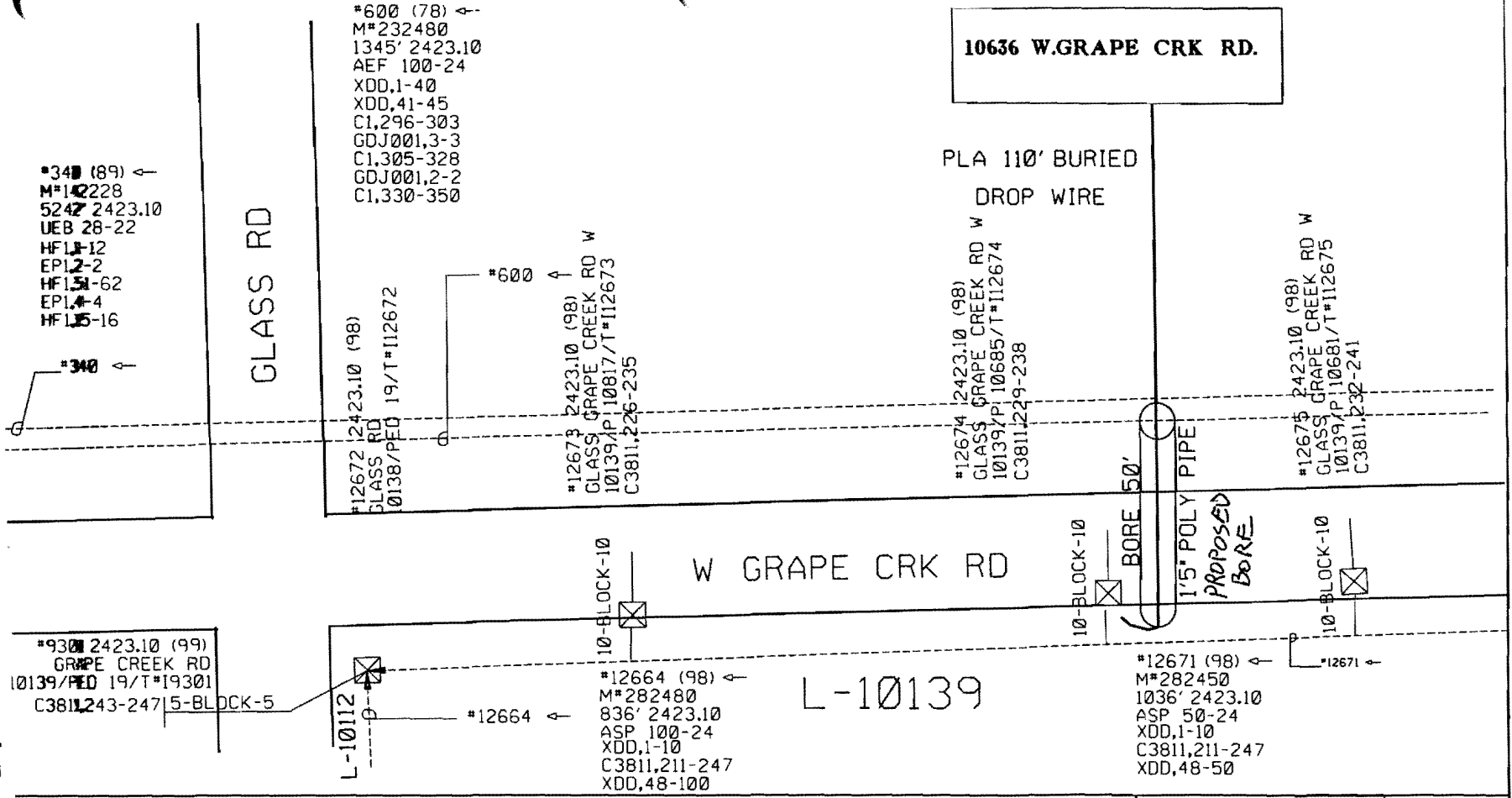
A handwritten signature in black ink, appearing to read "Kathy Auscock", written over a horizontal line.

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

DATE: June 2005		NAME: John Begnaud		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
433	38	9	1	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
3	1	7	3	

MAJOR PLANS FOR NEXT MONTH: July	
DATE	ACTIVITY
10-13	TCAAA Annual Meeting
17	State Pecan Conference-Austin

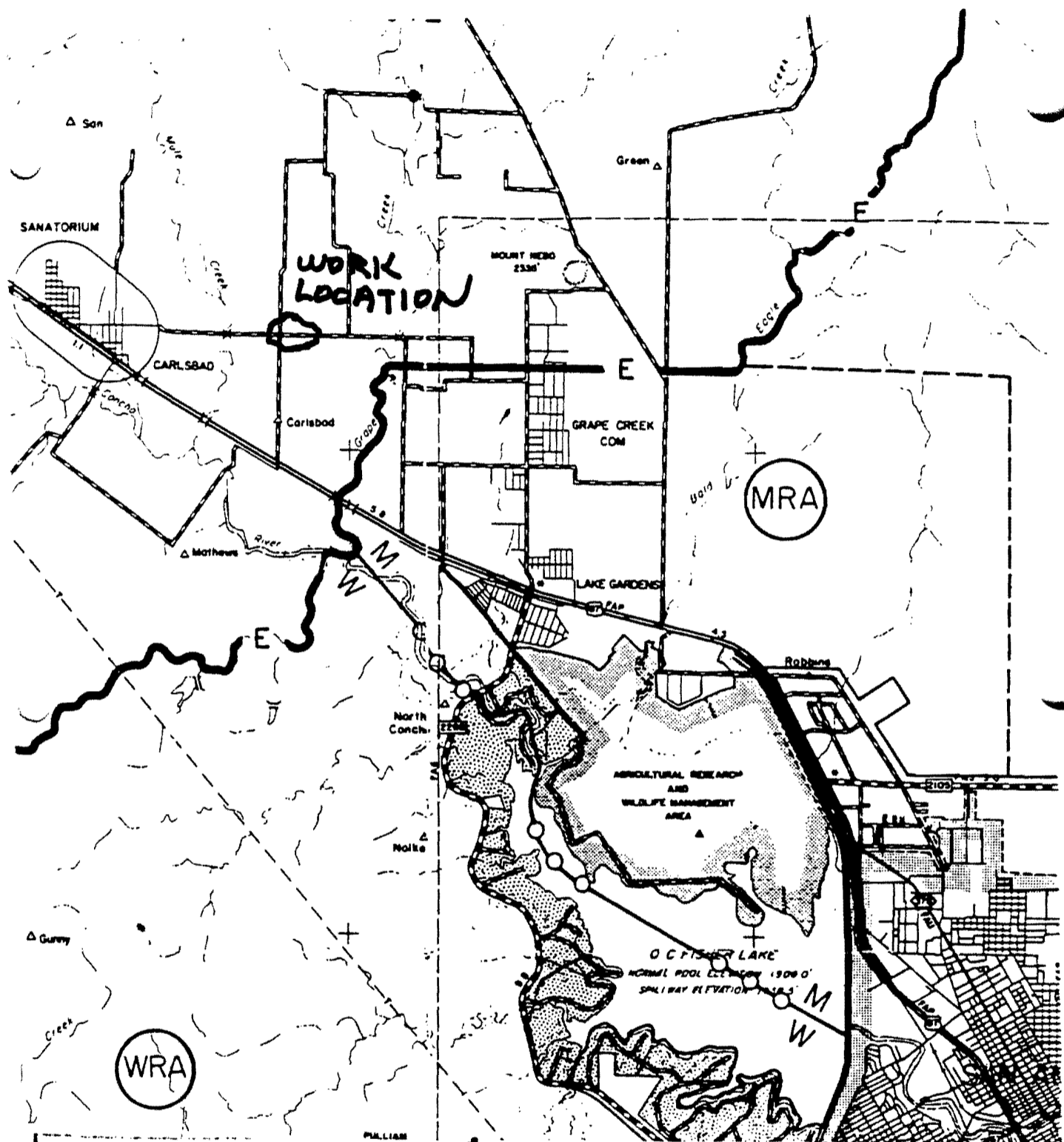
VOL. 82 PG. 17



NOTE AREA —

VERIZON 9TS		AREA	STATE: TX
DIVISION: SOUTHWEST	EXCH.: 5113	REM. CD.: 001	
W.C.: 4650	WO NO.: 9P001DB	CONTROL NUMBER:	
TITLE: PERMIT BUR DROP	TAX DST.: 2260000		
TWP: CRLB	RNG.:	SEC.:	SAL: XXX
DATE: 07/11/05	REV. DATE:	SCALE: 1"=100.00'	
FILE: WPI	DRWN: JJN	ENG: JJN	APRVD: PRINT
			1 OF 2

CARLSBAD



AREA <u>S11</u>			VERIZON Southwest	
W. O. NO. <u>9P001DB</u>			LOCATION <u>SANC</u>	
TAX DIST. <u>22600000</u>		DESCRIPTION <u>BUR DROP</u>		
ENG'D BY <u>JAN</u>	DATE <u>7-05</u>	COUNTY PERMIT SHEET <u>2</u> OF <u>2</u> SHEETS		
DRAWN BY <u>JAN</u>	DATE <u>7-05</u>			
APPROVED BY _____	DATE _____			
REVISED BY _____	DATE _____	SCALE _____		



Agency # _____

**Department of Information Resources
Telecommunications Services Division
SERVICE AGREEMENT**

This service agreement is between the Department of Information Resources/Telecommunications Services Division (DIR/TSD) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/TSD Responsibilities

1.1 DIR/TSD agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/TSD will assist and advise the Customer in determining the best and most economical usage of services.

1.3 DIR/TSD will bill monthly for services as required and respond to inquiries regarding Customer's bill. DIR/TSD shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 The Customer will provide Purchase Orders (PO's) to DIR/TSD for services, as ordered, which shall be valid for the entire term of this Service Agreement. Customer shall comply with the DIR rules applicable to the Telecommunications Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/TSD so as to avoid delaying DIR/TSD in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner, the type of service desired and provide DIR/TSD with information which may effect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/TSD promptly informed of its billing contact, address, telephone numbers, Purchase Order numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/TSD in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of receipt of an invoice or voucher prepared by DIR/TSD. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/TSD hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer shall be responsible for issuing and maintaining the status of PO's. Customer agrees it has no rights to setoff against bills received from DIR/TSD. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/TSD for the payment of charges arising from toll

fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/TSD. Services will terminate without liability to DIR/TSD should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect for the period through the end of the state's current fiscal year. The Service Agreement is annually renewable by the timely issuance of a PO by Customer, received prior to the end of the current contract term. In the event a new PO is not received in a timely manner, services will continue on a month-to-month basis until a new Purchase Order is received or termination of the Service Agreement is effected by compliance with Article V. hereof.

IV. Billing

4.1 DIR/TSD's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/TSD will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.5, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 TSD may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. TSD may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/TSD no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/TSD of any changes to ordered services. If DIR/TSD does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/TSD.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/TSD and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/TSD upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this

Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/TSD up to the date of cancellation. DIR/TSD will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/TSD relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/TSD makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/TSD is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/TSD has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at www.texas.state.tx.us. Inquiries regarding this Service Agreement may be directed to DIR, Support Services Division, at (512) 463-3263.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: Tom Green County

DEPARTMENT OF INFORMATION
RESOURCES

BY: 

BY: _____

NAME: Michael D. Brown

NAME: Brian S. Rawson, Director

TITLE: County Judge

TITLE: Service Delivery Division, DIR

DATE: 7-26-05

DATE: _____

Legal: _____

PROCLAMATION

**STRATTON B. CRALLE DAY
IN TOM GREEN COUNTY, TEXAS
JULY 31, 2005**

Whereas: Stratton B. Cralle is a dedicated and proven leader who has spent many years of tireless service for the youth and for our community;

Whereas: such community service includes more than 25 years as a Scout leader after having joined the Boy Scouts of America in 1933 influencing the lives of countless area Boy Scouts;


Whereas: such community service also includes more than 30 years in Rotary where he was elected President of the Club.

NOW THEREFORE, In recognition of such service to our community the Commissioners' Court of Tom Green County does hereby declare July 31, 2005 as Stratton B. Cralle Day in Tom Green County.


Michael D. Brown, County Judge

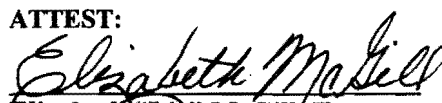

Ralph Hoelscher, Comm. Pct 1


Karl Bookter, Comm. Pct. 2


Steve Filbeck, Comm. Pct 3


Richard Easingwood, Comm. Pct 4



ATTEST:

Elizabeth "Lia" McGill, Tom Green County Clerk

GRANT AWARD PACKET

This award packet is the authorized official's notification that the grant described below has been awarded by the Governor. The initial acceptance process is complete once the 'Grantee Acceptance Notice' has been completed, signed and returned to the Criminal Justice Division (CJD). A grantee may not expend CJD funds awarded until this notice is approved by CJD. Please do not change the preprinted information on any of the enclosed forms within the 'Grant Award Packet'.

Part I: Statement of Grant Award

The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded (as listed below).

Grant Number:	VA-05-V30-14052-06	CJD Award:	\$59,932
Grantee Name:	Tom Green County	Grantee Cash Match:	\$0
Project Title:	Sheriff's Office Crisis Intervention Unit	Grantee In Kind Match:	\$14,980
Grant Period:	07/01/2005 - 06/30/2006	Total Project Cost:	\$74,912
Program Fund:	VA-Victims of Crime Act (VOCA) Fund	Date Awarded:	07/01/2005
Region:	Concho Valley Council of Governments	Date Issued:	07/15/2005

Part II: Special Conditions and Requirements

By signing and submitting the 'Grantee Acceptance Notice' to CJD, the grantee accepts the responsibility for the grant project and agrees with the conditions of grant funding as stated below. The grantee's funds shall be placed on hold until the grantee has satisfied the requirements of the special conditions and requirements, if any, cited below.

Single Audit Review Required: Entities that expend \$500,000 or more in a year in Federal or State awards shall have a single audit conducted in accordance with OMB A-133 and/or UGMS, Single Audit Circular.

Part III: Approved Budget Detail

The approved budget is reflected below. For more detailed information regarding the administration of these funds, please reference the Texas Administrative Code, Subchapter B. General Grant Program Policies, and Subchapter E. Administering Grants.

	CJD	Cash Match	In Kind	TOTAL
A. Personnel:	\$48,112	\$0	\$14,980	\$63,092
B. Contractual:	\$3,120	\$0	\$0	\$3,120
C. Travel:	\$3,500	\$0	\$0	\$3,500
D. Equipment:	\$0	\$0	\$0	\$0
E. Construction:	\$0	\$0	\$0	\$0
F. Supplies:	\$5,200	\$0	\$0	\$5,200
G. Indirect:	\$0	\$0	\$0	\$0
Total:	\$59,932	\$0	\$14,980	\$74,912

Budget Detail:

- A. Coordinator ; 50% of salary ; CJD Funds \$21,352 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$21,352
Assistant Coordinator ; 50% of salary ; CJD Funds \$17,235 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$17,235
Program Assistant (Part-time) ; 100% of salary ; CJD Funds \$9,525 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$9,525
Volunteers @ \$8/hour ; 0% of salary ; CJD Funds \$0 ; Cash Match \$0 ; In-Kind \$14,980 ; Line Total: \$14,980
Total: \$63,092
- B. Professional Counselor ; CJD Funds \$3,120 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$3,120
Total: \$3,120
- C. In-State Travel and Training ; CJD Funds \$3,500 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$3,500
Total: \$3,500
- F. Office Supplies ; CJD Funds \$1,200 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$1,200
Support Group Supplies ; CJD Funds \$1,000 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$1,000
Vehicle Operating Costs ; CJD Funds \$1,500 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$1,500
Communication Costs ; CJD Funds \$1,500 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$1,500
Total: \$5,200


Part IV: Grantee Acceptance Notice

Grant Number: VA-05-V30-14052-06 CJD Award: \$59,932
Grantee Name: Tom Green County Grant Period: 07/01/2005 - 06/30/2006
Project Title: Sheriff's Office Crisis Intervention Unit Program Fund: VA-Victims of Crime Act (VOCA) Fund

This Acceptance Notice must be signed by the authorized official named on the grant and returned to the Criminal Justice Division (CJD) by .

- 1. I certify that I am authorized by the applicable governing body to accept, decline, alter, or terminate this grant on behalf of the grantee.
- 2. If the grantee is not a state agency and the current authorized official is not accounted for in the resolution on file at CJD, I certify that a new resolution has been included with the acceptance of this grant or will be submitted prior to the collection of grant funds.
- 3. I agree to the terms of the grant on behalf of the grantee, including Title 1, Part 1, Chapter 3, Texas Administrative Code and the adoptions by reference therein.
- 4. I understand that the grantee is obligated to provide applicable match, as required by the terms of the grant.
- 5. I understand that a violation of any term of the grant may result in CJD placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, and/or barring the grantee from receiving future CJD grant funds.
- 6. I understand that grant funds may be withheld until all special conditions placed on this grant are satisfied.
- 7. I understand that each grant official position must be occupied by a different individual.
- 8. I understand that any of the three grant officials may request adjustments to the grant.
- 9. I understand that CJD must be notified in writing of any grant official change, which must include a sample signature of the new grant official.

The authorized official for this grant must indicate agreement by signing the Acceptance Notice. The grantee will not be eligible for any grant funds until this notice is executed and returned to CJD.

 7-26-05
Signature of Authorized Official Date

Verification of Information and Sample Signatures:

The grantee must verify all of the grant official's identifying information as listed below. If the information for any of the three officials is incorrect, complete the 'Designation of Grant Officials Change Form' found at <http://www.governor.state.tx.us>, and return to CJD.

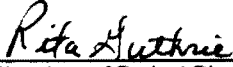
- YES Select YES if the all of the information below is correct, sign, and return to CJD.
- NO Select NO if any of the information below is incorrect, use the 'Designation of Grant Officials Change Form' to notify CJD of the updated information ONLY, sign, and return both completed forms to CJD.

Authorized Official

Name: The Honorable Michael Brown Position: County Judge
Address: 122 West Harris Avenue City/State/Zip: San Angelo, Texas 76903
Phone: (325) 653-3318 Fax: (325) 659-3258 Email: mike.brown@co.tom-green.tx.us

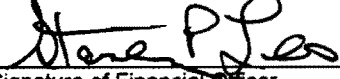
Project Director

Name: Ms. Rita Guthrie Position: Sheriff's Crisis Intervention Unit Coordinator
Address: 222 West Harris Avenue City/State/Zip: San Angelo, Texas 76903
Phone: (325) 658-3921 Fax: (325) 659-6460 Email: rita.guthrie@co.tom-green.tx.us

 7-26-05
Signature of Project Director Date

Financial Officer

Name: Mr. Stanley P. Liles Position: County Auditor
Address: 112 West Beauregard City/State/Zip: San Angelo, Texas 76903
Phone: (325) 659-6521 Fax: (325) 658-6703 Email: dawn.hahne@co.tom-green.tx.us

 7/26/05
Signature of Financial Officer Date

COLLATERALIZED ESCROW AGREEMENT

By and between CAPROCK RANCHES, LLC., a Texas Limited Liability Company, acting by and through its Manager, and STONEWALL RANCHES, a Texas General Partnership, acting by and through a General Partner, hereinafter jointly referred to as "Developer" and W. DREW DARBY, hereinafter referred to as "Escrow Agent".

WITNESSETH:

WHEREAS, Developer is the Owner of 1610.372 acres located in Tom Green County, Texas, and has filed a proposed plat of Stonewall Ridge Addition with the Commissioner's Court in and for Tom Green County, Texas, with the proposed plat thereof being depicted and shown on Exhibit "A", attached hereto and made a part hereof for all purposes; and

WHEREAS, Tom Green County requires that all roads within any proposed subdivision must be completed prior to the filing of any plat; and

WHEREAS, Ridge Lane, a road associated with and situated within the proposed Stonewall Addition, and depicted in said Exhibit "A", has not been completed in accordance with the Order Establishing Regulations for the Development of Subdivisions and Manufactured Home Rental Communities dated September 28, 1999, ("Subdivision Regulations"), and Developer desires to assure Tom Green County that the Road will be timely completed in accordance with the Subdivision Regulations, and thereby allow Developer to file the plat and sell lots created thereby prior to the completion of Ridge Lane;

NOW, THEREFORE, for and in consideration of the premises, and in order to induce Tom Green County to approve the filing of the plat for Stonewall Ridge Addition, prior to the completion of Ridge Lane, it is understood and agreed by and between the parties hereto of the following, to-wit:

1. Caprock Ranches, LLC, a Texas Limited Liability Company and Reece Albert, Inc., a Texas Corporation, acting by and through its' duly authorized officer, ("Contractor"), have entered into an Agreement for the construction of Ridge Lane in Stonewall Ridge Addition to Tom Green County, Texas, ("Construction Agreement"), with said Construction Agreement being attached hereto as Exhibit "B", reference to which Construction Agreement is hereby made for all purposes.
2. Among other provisions, the Construction Agreement provides a fixed Contract price of \$332,850.00, for the completion of Ridge Lane.
3. Developer, upon the full execution of this Collateralized Escrow Agreement by all parties, Caprock will immediately place the sum of

VOL 82 AG 26-A

\$137,300.00, and Stonewall Ranches will immediately place the sum of \$222,700.00, for a total of \$360,000.00 in the form of cashier's checks with Escrow Agent for the purpose of assuring to Tom Green County that Ridge Lane will be satisfactorily and timely completed in accordance with the Construction Agreement, and in accordance with the Subdivision Regulations.

4. Developer hereby authorizes Escrow Agent to disperse the Contract Amount to Contractor in accordance with paragraph G.2.a. of the Construction Contract in accordance with the terms thereof. All sums held by Escrow Agent, in excess of the amounts due Contractor under the Construction Contract will be dispersed and returned to Caprock and Stonewall Ranches in proportion to the total amounts each placed in the Escrow Account.
5. Failure by Contractor to complete the construction of Ridge Lane in accordance with the terms, conditions and covenants contained in the Construction Contract on or before December 1, 2005, will result in Escrow Agent dispersing all Escrowed Funds to Tom Green County, Texas, for the purpose of completing the construction of said road. Tom Green County, Texas, will thereafter, authorize Ronald W. Jones, P.E., R.P.L.S., Greystone Engineering, Inc., 3321 Foster Street, San Angelo, Texas 76903, Voice Phone 325-942-6645, to be its' Construction Manager in order to finish the Road Project. All escrowed funds shall be used by the Construction Manager for the purpose of completing the road. Any funds remaining after paying for the completion of the road, including reasonable attorney's fees, costs, and expenses of the Construction Manager, shall be returned to Caprock and Stonewall Ranches in proportion to the total amounts each placed in the Escrow Account.
6. Escrow Agent is hereby authorized to deposit all escrowed funds to a passbook savings account at any national or state bank or any federally insured savings and loan association or such other investment account as Escrow Agent deems reasonable.
7. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt of other paper or document believed by Escrow Agent to be genuine and to be signed by the proper party or parties.
8. Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own willful misconduct, and Escrow Agent shall have no duties to anyone except those signing this instrument.

9. Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
10. Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability, unless notice is given in writing to Escrow Agent of such default and unless he is indemnified in a manner satisfactory to him against any such expense or liability. These instructions shall not be subject to rescission or modification.
11. In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, Escrow Agent shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby, and the parties hereto agree jointly and severally to pay the same, to indemnify Escrow Agent against any loss, liability or expense incurred in any act or thing done by him hereunder, it being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction, and the act of such interpleader shall immediately relieve Escrow Agent of his duties, liabilities and responsibilities hereunder.

ACCEPTED AND AGREED TO THIS 4th day of August, 2005.

DEVELOPER

CAPROCK RANCHES, LLC, a Texas Limited Liability Company

By: 

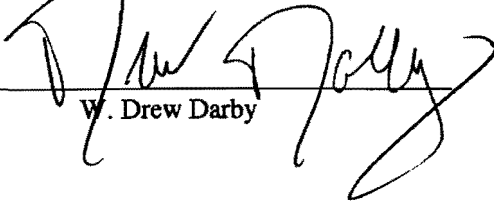
Bruce Hitt, Manager

STONEWALL RANCHES, a Texas General Partnership

By: 

, General Partner

ESCROW AGENT



W. Drew Darby

RECEIPT

Receipt of \$360,000.00 in the form of Cashier's Check is acknowledged.

Escrow Agent: W. Drew Darby

Date: 8/8, 2005



136 W. Twohig, Ste C
San Angelo, Texas 76903

Telephone: (325) 658-7588
Facsimile: (325) 653-0637

Exhibit "A"

**Field Notes
Stonewall Ridge Addition
1610.372 Acres**

Being 1610.372 acres of land in Tom Green County, Texas;

- said 1610.372 acres being
 - 101.80 acres out of J.E. DeBoer Survey 93,
 - 436.70 acres out of M. Harrison Survey 89,
 - 66.04 acres out of J.R. Craddock Survey 1,
 - 78.79 acres out of J. Neuroth Survey 538,
 - 323.81 acres out of J. Jackson Survey 2 and
 - 603.23 acres out of R.A. Abbott Survey 91;
- said 1610.372 acres also being
 - 1054.589 acres out of a 2130.988 acre tract described in Special Warranty Deed with Vendor's Lien from Door Key Ranches, Limited to Caprock Ranches Limited, LLC which is recorded at Volume 1199, Page 12 of the Official Public Records of Real Property of Tom Green County, Texas and
 - 555.783 acres being all of a 555.783 acre tract described as Northwest Parcel in Special Warranty Deed with Vendor's Lien from Caprock Ranches, LLC to Stonewall Ranches which is recorded at Volume 1202, Page 62 of the Official Public Records of Real Property of Tom Green County, Texas

and said 1610.372 acres being more particularly described as follows:

Beginning at a ½" iron rod set at the northwest corner of said 2130.988 acre tract same being the northwest corner of said 555.783 acre tract and at the southwest corner of a certain 2561.726 acre tract described in Special Warranty Deed with Vendor's Lien from Door Key Ranches, Limited to David R. Currie and Gary D. Elliston which is recorded at Volume 1168, Page 97 of the Official Public Records of Real Property of Tom Green County, Texas in the east line of a certain 12.32 acre tract described in Right-Of-Way deed from J. Willis Johnson, Jr. et al to the State of Texas which is recorded at Volume 170, Page 157 of the Deed Records of Tom Green County, Texas, same being the east line of U.S. Highway 277;

Thence S62°03'03"E with the north line of said 2130.988 acre tract same being the north line of said 555.783 acre tract and with the south line of said 2561.726 acre tract a distance of 11.18 feet to a ½" iron rod set at an angle corner in said north line of the 2130.988 acre tract, said north line of the 555.783 acre tract and said south line of the 2561.726 acre tract;

Thence S89°50'41"E continuing with said north line of the 2130.988 acre tract, said north line of the 555.783 acre tract and said south line of the 2561.726 acre tract, at 5030.39 feet passing the northeast corner of said 555.783 acre tract, continuing with said north line of the 2130.988 acre tract and said south line of the 2561.726 acre tract a total distance of 6785.22 feet to a ½" iron rod set at an angle corner in said north line of the 2130.988 acre tract and said south line of the 2561.726 acre tract from which a found fence post bears S89°48'26"W a distance of 27.20 feet and from which another found fence post bears S89°15'32"E a distance of 41.09 feet;

Thence S89°48'43"E continuing with said north line of 2130.988 acre tract and said south line of the 2561.726 acre tract a distance of 4055.88 feet to a ½" iron rod set at the northeast corner of said 2130.988 acre tract from which a set ½" iron rod bears S89°48'43"E a distance of 336.71 feet and from which a found angle fence post bears S89°48'43"E a distance of 5993.59 feet;

Thence S04°55'43"W with the east line of said 2130.988 acre tract, at 4180.25 feet passing an ell corner of said 2130.988 acre tract, continuing crossing said 2130.988 acre tract, at 4230.43 feet passing an ell corner of said 2130.988 acre tract, continuing with said east line of the 2130.988 acre tract a total distance of 7676.52 feet to a ½" iron rod set at the southeast corner of said 2130.988 acre tract;

Thence N89°02'25"W with the south line of said 2130.988 acre tract, at 439.35 feet passing a point from which a found 2" iron pipe stamped "SE 89" bears N00°57'35"W a distance of 0.19 feet, a total distance of 6256.72 feet to a ½" iron rod at the southeast corner of a 520.360 acre tract described as Tract Two (Southwest Parcel) in Special Warranty Deed with Vendor's Lien from Caprock Ranches, LLC. To Stonewall Ranches which is recorded at Volume 1202, Page 62 of the Official Public Records of Real Property of Tom Green County, Texas;

Thence N08°18'42"E with the east line of said 520.360 acre tract a distance of 3398.89 feet to a ½" iron rod set at the southeast corner of said 555.783 acre tract and at the northeast corner of said 520.360 acre tract;

Thence S89°58'54"W with the south line of said 555.783 acre tract and the north line of said 520.360 acre tract a distance of 6414.45 feet to a ½" iron rod set at the southwest corner of said 555.783 acre tract and at the northwest corner of said 520.360 acre tract in the west line of said 2130.988 acre tract and in said east line of U.S. Highway 277;

Thence N23°45'58"E with the west line of said 2130.988 acre tract same being the west line of said 555.783 acre tract and with said east line of U.S. Highway 277, at 458.63 feet passing a point from which a found concrete highway

Field Notes ~ Stonewall Ridge Addition ~ 1610.372 Acres

Page 2 of 3

D:\S\Door_Key\S_01\Word\Fn_01b.doc

monument bears S66°14'02"E a distance of 0.14 feet, a total distance of 1695.70 feet to a ½" iron rod set at the point of curvature of a curve to the right;

Thence continuing with said west line of the 2130.988 acre tract, said west line of the 555.783 acre tract, said east line of U.S. Highway 277 and with said curve to the right whose central angle is 02°23'07" and radius is 5678.82 feet (long chord bears N24°57'32"E a distance of 236.40 feet) a distance of 236.41 feet to a ½" iron rod set at the point of tangency of said curve to the right;

Thence N26°09'05"E continuing with said west line of the 2130.988 acre tract, said west line of the 555.783 acre tract and said east line of U.S. Highway 277 a distance of 2732.67 feet to the place of beginning, the herein described tract containing 1610.372 acres of land.

Notes:

The bearings and distances recited herein refer to the Texas Coordinate System – Central Zone (NAD 83).

To obtain surface horizontal distances multiply the distances recited herein by 1.000207153.

Field notes prepared from surveys made by me or under my supervision on the ground on and prior to the 29th day of April, 2005.

Ronald Weeks Jones
Ronald Weeks Jones
Registered Professional Land Surveyor #4392

Greystone Engineering, Inc.
3321 Foster Street
San Angelo, Texas

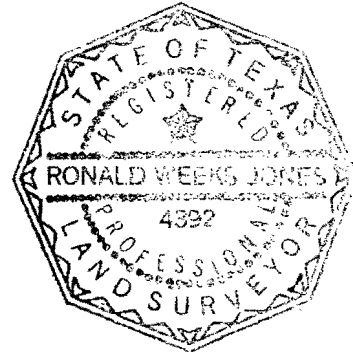


EXHIBIT B-1

**AGREEMENT
FOR THE CONSTRUCTION OF RIDGE LANE ROAD
IN STONEWALL RIDGE ADDITION**

A. Scope of Work

1. Construction of a roadway including drainage structures which is situated approximately 14 miles south of San Angelo, Texas and which intersects and extends easterly of U.S. Highway 277.
 - a. Such construction shall be in specific conformance with Tom Green County requirements in effect as of the date of the construction.
 - b. Such construction shall be in specific conformance with this Proposal.
 - c. Such construction shall be in specific conformance with the drainage structures and ancillary features shown on the plans or quantity summaries prepared by the Engineer.
 - d. Such construction shall be in general conformance with the elevations of drainage structures as directed by the Engineer.
 - e. Such construction shall be in general conformance with the elevations shown on the plans prepared by the Engineer.
 - f. The base source is situated on Stonewall Ridge Addition, was tested prior to construction and was proven to meet Tom Green County requirements.
 - g. Owner will provide haul roads from the base source to the Ridge Lane Road corridor.
2. Procurement of and payment for subgrade proctors, base proctors, base PI's, subgrade densities, base densities and base depth verification.
3. Installation of silt fences at locations directed by the Engineer.
4. Provision of a Quality Control and Quality Assurance Notebook to the County Judge of Tom Green County, the Owner and the Engineer.

B. Definitions

1. Contract Day
 - a. A Contract Day shall be a Working Day except that work on a Saturday, Sunday or Holiday shall not be debited to the Contract Time.
2. Engineer
 - a. Ronald W. Jones {P.E., R.P.L.S.}, Greystone Engineering, Inc., 3321 Foster Street, San Angelo, Texas, 76903, Voice Phone ~ 325-942-6645.
3. Phases
 - a. The West Phase extends from the east limit of U.S. Highway 277 pavement (approximately Station 11+61) to Station 68+75.
 - b. The East Phase extends from the eastern terminus of the West Phase at Station 68+75 to Station 110+00.

EXHIBIT B-1 CONT.

4. Standard Proctor Density
 - a. The maximum density of a subgrade material or base as determined by the current version of test method ASTM D698.
5. PI
 - a. The plastic index of base as determined by the current version of test method ASTM D4318.

C. Quantities

1. The various quantities provided by the Engineer were calculated by him based on his centerline survey which was conducted at 25 feet stations and his design centerline elevations.
2. The existing transverse slope on portions of the extent of the roadway on which the design template will be constructed are significant and will affect ultimate embankment quantities.
3. The Bidder shall visit the site, observe all conditions (including rock) and modify the quantities provided by the Engineer accordingly for inclusion in his bid.
4. No additional measurement or payment shall be made for quantities required for the construction of the complete in-place roadway.
5. The bidder shall include in his proposal price a value of \$1,000 for the cost of construction of a 40 feet radius cul-de-sac at the eastern terminus of the West Phase and at the eastern terminus of the East Phase. Should a cul-de-sac not be required the payment of \$1,000 shall not be made.

D. Subgrade Density, Base Density and Base Depth Verification

1. Subgrade Density
 - a. The subgrade shall be compacted to a minimum of 95% Standard Proctor Density.
 - b. The Contractor shall notify the Engineer when subgrade compaction is completed.
 - c. Within 500 linear feet intervals of the roadway the Engineer shall indicate a point where a density determination shall be performed.
 - d. Where the subgrade material is typically rock a subgrade density determination shall not be required unless fills greater than one foot are required to construct to the design template.
2. Base Density
 - a. The base course shall be compacted to a minimum of 95% Standard Proctor Density.
 - b. The Contractor shall notify the Engineer when base compaction is completed.
 - c. Within 500 linear feet intervals of the roadway the Engineer shall indicate a point where a density determination shall be performed.
3. Base Depth Verification

EXHIBIT B-1 CONT.

- a. The Contractor shall notify the Engineer when base compaction is completed.
- b. Within 500 linear feet intervals of the roadway the Engineer shall indicate a point where a base depth verification shall be performed.

E. Surface Courses

1. The first surface course shall be TxDot AC10 asphalt (unless otherwise directed by the Engineer due to availability or cost) applied at a rate of 0.37 gallons/square yard and TxDot Type B, Grade 3 crushed limestone aggregate applied at a rate of 85 square yards/cubic yards.
2. The second surface course shall be TxDot AC10 asphalt applied at a rate of 0.30 gallons/square yard and TxDot Type PB, Grade 4 crushed limestone aggregate applied at a rate of 95 square yards/cubic yards.

F. Contents Of Quality Control and Quality Assurance Notebook

1. A certification by the Contractor that the work was completed in accordance with the Scope of Work.
2. A certification by the Contractor's Engineer that the work was completed in accordance with the Scope of Work.
3. A certification by the Contractor that he will warrant the materials and workmanship of the completed roadway for a period extending one year from the date of final payment.
4. Subgrade and base course proctors.
5. Subgrade and base course density tests.
6. Base depth verifications.

G. Payment For The Work

1. Partial Payments
 - a. No partial payments for the work will be made to the Contractor.
 - b. Partial payments will be made to W. Drew Darby, Trustee as Escrow Agent.
 - c. Partial payments will be made on a monthly basis.
 - d. Partial payments will be authorized by the Owner and Engineer
 - 1) based on work completed in accordance with the Scope of Work,
 - 2) based on Materials on Hand and
 - 3) immediately subsequent to the receipt by the Owner of the appurtenant portions of the Quality Control and Quality Assurance Notebook.
2. Final Payment
 - a. Final payment will be made within 30 days subsequent to the completion of the work and submission of a Quality Control and Quality Assurance Notebook which conforms to the various

EXHIBIT B-1 CONT.

provisions of this Proposal by the Contractor to the County Judge of Tom Green County, the Owner and the Engineer.

3. Additional Items
 - a. No payment will be made to the Contractor should he fail to complete the work or should he abandon the work.
 - b. No partial payment will be made for roadway segments in which minimum density requirements are not achieved or in which deficient base depths are evident.
 - c. Final Payment will not be made until minimum required densities and minimum base depths are achieved in all roadway segments.

H. Contract Time

1. Phases
 - a. West Phase 45 Contract Days
 - b. East Phase 30 Contract Days
2. Contract Time will commence 14 contract days subsequent to the receipt of culvert, such materials will be ordered upon advisement of the Owner to the Contractor of notice to proceed for a Phase.
3. Should the Project not be completely phased (i.e. the notice to proceed for the East Phase be issued while the West Phase is under construction) the Contract time will be 75 Contract Days.
4. Should the Project not be phased the Contract Time will be 60 Contract Days.

I. Additional Items

1. Where items relevant to this Proposal are not set forth in this Proposal or the current Tom Green County Regulations the current TxDot standard specifications (STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES Adopted by the Texas Department of Transportation on June 1, 2004), standard bid and contract documents, general notes, special provisions and special specifications shall apply.
2. It is the intent of the Owner to acquire Tom Green County acceptance of the roadway. The Contractor shall assist the Owner in such acquisition.
3. Liquidated damages of \$500 per Contract Day shall be applied for each day during which the Contractor has not completed the work.

J. Contract Amount

1. The undersigned hereby agrees to construct the West Phase in accordance with this proposal for an amount of

EXHIBIT B-1 CONT.

\$ 210,550⁰⁰
TWO HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY⁰⁰ dollars

2. The undersigned hereby agrees to construct the East Phase in accordance with this proposal for an amount of

\$ 122,300⁰⁰
ONE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED⁰⁰ dollars

Submitted by:

CONTRACTOR

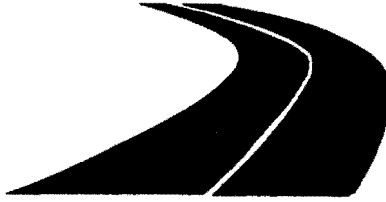
REECE ALBERT, INC. Company Name
RANDY J. RECTOR Printed Signatory Name
VICE-PRESIDENT Signatory Title
[Signature] Signature
6 JULY, 2005 Date

Accepted by:

OWNER

Cap Rock Ranchs, LLC. Company Name
Bruce L. Hitt Printed Signatory Name
Manager Signatory Title
[Signature] Signature
July 6, 2005 Date

REECE ALBERT, INC.



HEAVY CONSTRUCTION, UTILITIES AND PAVING
PROPOSAL

To	Cap Rock Ranches, LLC	Date	July 6, 2005
	Attn.: Bruce L. Hitt, Manager	Project	Construction of Ridge Lane Road in Stonewall Ridge Addition
		Location	US 277 South Tom Green Co., Texas

WE, THE UNDERSIGNED, PROPOSE TO FURNISH THE NECESSARY MATERIAL, EQUIPMENT, AND LABOR TO DO THE FOLLOWING MENTIONED WORK ON ABOVE PROJECT:

CONSTRUCTION OF RIDGE LANE ROAD
(Based on plans by Greystone Engineering)
Phase 1

- a. Install 24" CMP at entrance off of US 277 to TXDOT standards.
- b. Install a 3-barrel 36" (78 LF) and a single barrel 30" (72 LF) complete with 6:1 sloped end treatments.
- c. Excavation and embankment to achieve design subgrade.
- d. Install approximately 5700 CY of caliche to roadway from on-site source.
- e. Prime roadway and shoot a 2-course penetration pavement on roadway.

Total Lump Sum Ph. 1 \$210,550.00

Phase 2

- a. Install a 3-barrel 48" (90 LF) complete with 6:1 sloped end treatments.
- b. Excavation and embankment to achieve design subgrade.
- c. Install approximately 3805 CY of caliche to roadway from on-site source.
- d. Prime roadway and shoot a 2-course penetration pavement on roadway.

Total Lump Sum Ph. 2 \$122,300.00

Total Phase 1 & 2 \$332,850.00

REECE ALBERT, INC.



HEAVY CONSTRUCTION, UTILITIES AND PAVING

TERMS AND CONDITIONS

NOTES:

- > Includes subgrade densities, base densities, and base depth check (one per 500 LF of roadway).
- > RAI (Reece Albert, Inc.) will not begin work until Owner (Permit Holder) has created a Storm Water Pollution Prevention Plan in accordance with TPDES General Permit No. TXR 150000, and submitted a notice of Intent. Owner will need to include RAI items of work in their permit. Acceptance of this proposal is the Owner's acknowledgment and acceptance of this responsibility.
- > RAI will install erosion control devices included in our contracted scope of work as indicated by the Storm Water Pollution Prevention Plan. RAI will not modify these controls unless directed by the Owner in writing.
- > RAI will not perform periodic inspections required by TCEQ permits. Maintenance of storm water controls and inspections is the responsibility of the Owner.
- > RAI will remove erosion controls only after a Notice of Termination has been filed with the TCEQ or specifically directed by the Owner.
- > RAI is not responsible for soil stabilization after construction unless specifically agreed to through subcontract agreement.

EXCLUSIONS:

- This quote excludes all work not specifically listed above, including but not limited to the following items:
- > Adjustment or relocation of existing or new utilities.
 - > Maintenance of erosion control devices.

PLEASE SIGN AND RETURN 1 COPY

This Proposal may be withdrawn by us if not accepted within 30 days

Said amount is due and payable in San Angelo, Tom Green County, Texas. Full payment for work accomplished shall be due on receipt of invoice. A 1% per month carrying fee will added to past due accounts. 18% of amount due shall be added if suit is brought thereon.

Accepted _____
 By _____
 Date 7-6-05

Yours very truly,
REECE ALBERT, INC.
 By _____
 SKIP KLEMENT, ESTIMATOR



CASHIER'S CHECK - CUSTOMER COPY

Purchaser: Caprock "Escrow"
Caprock Roads

to

November 14, 2005

1567

\$300,029.00

NON NEGOTIABLE

PAY TO THE ORDER OF:

Racco Albert Inc.

Notice to customer
The purchase of an Indemnity Bond will be required
before this check will be replaced or refunded in the
event it is lost, misplaced or stolen.

REECE ALBERT, INC.

HEAVY CONSTRUCTION, UTILITIES AND PAVING

P.O. BOX 62030 SAN ANGELO, TEXAS 76906-2030 915 • 653-1241
FAX #: 915-653-6086

Invoice Date 09-30-2005 Customer ID 31025 Invoice ID 9302600

Draw ID 1 Work Order 0600328

To: CAP ROCK RANCHES
P.O. BOX 1582
SAN ANGELO, TX 76902

Job Location: CAP ROCK RANCHES, LLC
RIDGE LANE RD-STONEWALL ADD
SITE WORK & PAVING
US 277 SOUTH,

1 EQUIPMENT, LABOR & MATERIAL 300,029.00

Received October 30, 2005
Approved For Payment November 1, 2005
Ronald W. Jones, P.E.

Ronald W. Jones

Amount Billed \$300,029.00
Total Tax

Retainage Held

09-30-2005

\$300,029.00

TERMS: DUE UPON RECEIPT. ALL BILLS ARE DUE AND PAYABLE IN SAN ANGELO, TOM GREEN COUNTY, TEXAS.
INTEREST RATE CHARGED ON PAST DUE ACCOUNTS WILL BE THE MAXIMUM ALLOWED BY LAW.

ORIGINAL

**RESOLUTION TO AUTHORIZE THE
COUNTY JUDGE TO APPLY TO THE
TEXAS OFFICE OF ATTORNEY GENERAL
FOR A GRANT TO FUND THE
CRISIS INTERVENTION UNIT**

WHEREAS, Tom Green County Judge has approval to file an Other Victims Assistance Grant application with the Attorney General Office, State of Texas, for funding in the amount of \$51,000 in order to continue the Tom Green County Sheriff's Crisis Intervention Unit, and

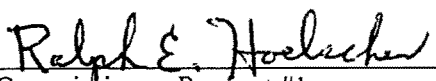
WHEREAS, Tom Green County has agreed to contribute the total of \$0 in matching funds if the resolution is adopted and the application is approved, and

WHEREAS, Tom Green County agrees to accept the responsibility to adhere to all the grant regulations and guidelines, and in the event of loss or misuse of Office of Attorney General funds, the Tom Green County Commissioners' Court assures that the funds will be returned to the Office of Attorney General in full, and

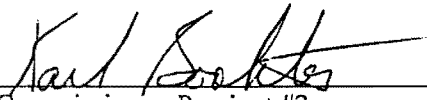
WHEREAS, Tom Green County will not use the existence of an Office of Attorney General grant award to offset or decrease total salaries, expenses, and allowances that the applicant receives from the governing body at or after the time the grant is awarded

NOW, THEREFORE, BE IT RESOLVED, the Tom Green County Commissioners' Court does hereby authorize the Tom Green County Judge to apply to the Office of the Governor for an Other Victims Assistance Grant to fund the Crisis Intervention Unit, and additionally appoint the Tom Green County Sheriff as the official project director to act in connection with the grant application.

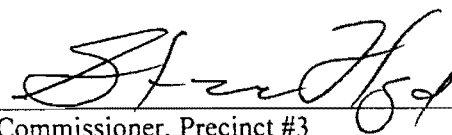
ADOPTED this the 28th day of June, 2005.



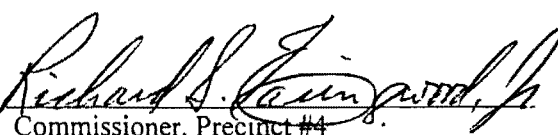
Commissioner, Precinct #1
Ralph E. Hoelscher



Commissioner, Precinct #2
Karl W. Bookter



Commissioner, Precinct #3
Steven C. Floyd



Commissioner, Precinct #4
Richard S. Easingwood, Jr.



County Judge, Michael D. Brown

14

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

**INTERGOVERNMENTAL AGREEMENT BETWEEN DICKENS COUNTY
AND TOM GREEN COUNTY REGARDING HOUSING OF TOM GREEN COUNTY
PRISONERS IN THE DICKENS COUNTY JAIL**

The County of DICKENS, Texas hereafter referred to as "DICKENS" and the County of TOM GREEN, Texas hereafter referred to as "TOM GREEN", enter into the following agreement concerning the incarceration of overflow prisoners of TOM GREEN County Texas, and said agreement is set out in full hereafter.

1. DICKENS hereby agrees to house overflow prisoners incarcerated by TOM GREEN if space is available. The availability of the space shall be determined by the DICKENS County Sheriff in accordance with current jail regulations set out by the Texas Commission on Jail Standards concerning the operation of jails and categories of prisoners.

DICKENS County shall assess a fee for housing said prisoners at the rate of \$38.00 per day per prisoner, and DICKENS shall bill TOM GREEN on a monthly basis for said cost in an itemized statement showing the number of days per each individual prisoner housed by Dickens. DICKENS will charge the per diem for the day the inmate is booked in. The day the inmate is booked out will not be charged.

2. TOM GREEN will pay for all hospital, health care services and prescription drugs provided to any prisoners housed by DICKENS for TOM GREEN. Non-prescription medications will be administered without charge by DICKENS.
3. TOM GREEN agrees to comply with all booking procedures of DICKENS. DICKENS agrees to furnish TOM GREEN a copy of the required forms and procedures.
4. DICKENS and TOM GREEN hereby agree that DICKENS will not house any injured prisoner unless TOM GREEN furnishes an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
5. DICKENS further agrees that should a prisoner be injured while being housed by DICKENS that DICKENS will within ten (10) hours notify TOM GREEN of said injury and provide TOM GREEN with copies of all incident reports relating to said injury.
6. The DICKENS County Sheriff reserves the right to refuse or remove any inmate from the DICKENS County facility if it is in the best interest of DICKENS County. TOM GREEN County shall promptly arrange to take custody of its prisoners if so requested by the DICKENS County Sheriff.

- 7. CORRECTIONAL SERVICES CORPORATION has agreed to assume responsibility for all transportation of TOM GREEN prisoners housed in DICKENS County.
- 8. TOM GREEN shall be fully responsible and liable for all suits, claims, damages, losses, or expenses including reasonable attorney's fees, but only in regard to transfer of prisoners by TOM GREEN and duties herein assigned to TOM GREEN, specifically excluding the actual incarceration of prisoners by DICKENS County. TOM GREEN retains full liability for each inmate until the inmate has been booked into the DICKENS County facility.
- 9. DICKENS shall be fully responsible and liable for all suits, claims, damages, losses, or expenses including reasonable attorney's fees arising out of DICKENS' performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by DICKENS County Jail and specifically excluding the transfer of prisoners to and from DICKENS unless transported by DICKENS.
- 10. The term of the agreement will be one (1) year commencing on the date signed below. It shall be automatically renewed thereafter unless either party gives notice of cancellation no less than sixty (60) prior to the end of the contract term. Either party may seek to renegotiate this Agreement no less than sixty (60) days prior to the end of the contract term.
- 11. All agreements between the parties are set out in this Agreement and no prior agreement not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED and WITNESSED our hands on this the 26 day of July, 2005.

COUNTY OF DICKENS

BY: _____
 Woodie McArthur, Jr.
 DICKENS County Judge

COUNTY OF TOM GREEN

BY: Michael Brown
 Michael Brown
 TOM GREEN County Judge

APPROVED:

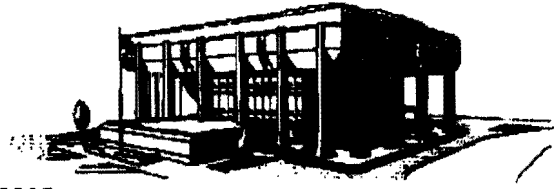
 Ken Brendle, Sheriff
 DICKENS County

APPROVED:

 Joe B. Hunt, Sheriff
 TOM GREEN County

County of Taylor

Taylor County Courthouse
300 Oak Street
Abilene, Texas 79602



July 18, 2005

Tom Green County Commissioners' Court
ATTN: Judge Mike Brown
112 West Beauregard
San Angelo, Texas, 76903

RE: Housing Tom Green County Inmates

Dear Judge Brown:

Taylor County understands that it is necessary, from time to time, for Taylor County to temporarily house Tom Green County inmates. Taylor County would be willing to house male inmates; and, female inmates when space is available, on the following terms:

1. \$35 per day, per inmate, paid on a monthly basis.
2. Tom Green County will provide copies of all intake documents.
3. Tom Green County to be responsible for all medical expenses, except minor first aid treatment.
4. Taylor County to provide local transportation (to the doctor, etc.); Tom Green County to provide transportation between Tom Green County and Taylor County.
5. Tom Green County accepts full responsibility for and will indemnify and defend Taylor County for any and all claims which Tom Green County inmates might file against Taylor County.

If the above terms are agreeable to Tom Green County, please sign two originals of this letter below, return one to me, and retain one for your files.

Sincerely,

George A. Newman, County Judge

Jack Dieken, County Sheriff

Agreed and Approved:
Tom Green County

By: 

Mike Brown, County Judge

OFFICE OF RURAL COMMUNITY AFFAIRS
CONTRACT FOR
COMMUNITY DEVELOPMENT PROGRAMS

STATE OF TEXAS]
COUNTY OF TRAVIS]

SECTION 1 **PARTIES TO CONTRACT**

This contract and agreement is made and entered into by and between the Office of Rural Community Affairs, an agency of the State of Texas, referred to as the "Office", and the County of Tom Green, referred to as the "Contractor". The parties have severally and collectively agreed and by the execution are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. **CONTRACT PERIOD**

This contract and agreement shall commence on June 22, 2005, and shall terminate on June 21, 2007, unless otherwise specifically provided by the terms of this contract.

SECTION 3. **CONTRACTOR PERFORMANCE**

The Contractor shall conduct, in a satisfactory manner as determined by the Office, a community development program, referred to as CDBG, in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), referred to as the Act. The Contractor shall perform all activities in accordance with the terms of the Performance Statement, referred to as Exhibit A; the Budget, referred to as Exhibit B; the Project Implementation Schedule, referred to as Exhibit C; the Applicable Laws and Regulations, referred to as Exhibit D; the Certifications, referred to as Exhibit E; the assurances, certifications, and all other statements made by the Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract. The Contractor shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving the service or a benefit from the use of the new or improved facilities and activities before submitting the Project Completion Report to this Office. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, the Contractor is liable to repay to the Office any associated disallowed costs.

SECTION 4. **OFFICE OBLIGATIONS**

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, the Office shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract by the Contractor, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties that the Office's obligations under this Section 4 are contingent upon the actual receipt of adequate state or federal funds to meet Office's liabilities under this contract. If adequate funds are not available to make payments under this contract, Office shall notify the Contractor in writing within a reasonable time after such fact is

determined. Office shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.

2. The Office shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid to the Contractor or is subject to payment to the Contractor, or has been reimbursed to the Contractor or is subject to reimbursement to the Contractor by any source other than the Office or the Contractor.

3. The Office shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 6 (A) of this contract.

4. The Office shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.

5. The Office shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been billed to the Office by the Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this contract.

6. The Office shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract, unless the Contractor receives written approval from the Office and they are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract.

7. The Office shall not be liable for costs incurred and reserved on the Certificate of Expenditure if such costs are not billed to the Office within ninety days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditure eligible for reimbursement under the provisions of Section 19 of this contract shall be billed to the Office within nine months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Office shall deobligate all reserved funds not requested under this subsection.

B. Excess Payments

The Contractor shall refund to the Office any sum of money which has been paid to the Contractor by the Office, which the Office determines has resulted in overpayment to the Contractor, or which the Office determines has not been spent by the Contractor strictly in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Office within thirty (30) working days after such refund is requested by the Office.

C. Limit of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by the Office under this contract shall not exceed the sum of One Hundred Seventy-four Thousand Nine Hundred Ninety-nine and No/100 Dollars (\$174,999).

SECTION 5. METHOD OF PAYMENT

A. The Contractor shall submit to the Office at its offices in Travis County, Texas, a properly completed Request for Payment form and State of Texas Purchase Voucher, as specified by the Office, as often as actually needed. The Office shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Office has reviewed and approved such Request.

B. The Contractor's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. The Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from the Office to the Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the Regulations and, for matters not addressed therein, with 24 C.F.R. Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule") as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (TEX. GOV'T. CODE ANN. Chapter 783; referred to as "UGCMS."), in performing this contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by UGCMS and this contract.

B. The Contractor shall comply with the requirements set forth in 24 C.F.R. Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this contract.

1. The Contractor shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this contract, and the Contractor shall provide reports of program income to the Office with each form submitted by the Contractor in accordance with Section 5 of this contract, and at the termination of this contract.

2. Program income earned by the Contractor during the period of this contract shall be retained by the Contractor and utilized by the Contractor to fund performances specified in this contract, in the manner specified, prior to requesting additional funds from the Office.

3. At least sixty (60) days prior to the termination of this contract, the Contractor shall submit a plan to the Office for its approval which specifies the manner in which the Contractor proposes to use any unexpended program income earned under this contract to continue the performance specified in this contract in the manner specified. Any program income earned by the Contractor from this contract, prior to the establishment and approval of a Revolving Loan Fund plan by the Contractor must be returned to the Office. In the event the Office does not approve the plan submitted by the Contractor, the Contractor shall return such program income to the Office within thirty (30) working days after receipt of the Office's notification of disapproval.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. The Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, 24 C.F.R. Section 570.490 of the Regulations, and this contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract. The Contractor shall retain such records, and any supporting documentation, for the greater of three years from closeout of this contract or the period required by other applicable laws and regulations as described in the Regulations.

B. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, and the Office, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act.

C. The Contractor shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. The Contractor shall submit to the Office such reports on the operation and performance of this contract as may be required by the Office including but not limited to the reports specified in this Section 8.

B. The Contractor shall submit to the Office no later than the twentieth (20th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress, in narrative form, of all construction and nonconstruction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by the Office and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

C. The Contractor shall submit a Certificate of Expenditures to the Office no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by the Office. The Certificate of Expenditures shall be in a format prescribed by the Office and shall be accompanied by a final Project Completion Report of all activities performed under this contract.

D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties that if the Contractor fails to submit to the Office in a timely and satisfactory manner any report required by this contract, the Office may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Office withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the Office until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

E. The Contractor is required to immediately report to the Office any incident of criminal misapplication of TCDP funds associated with this contract.

SECTION 9. MONITORING

The Office reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Office shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports notes deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 17 and 18 of this contract.

SECTION 10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that the Office is contracting with the Contractor as an Independent Contractor, and that the Contractor, as such, agrees to the extent allowed by law to hold the Office harmless and to indemnify the Office from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Office's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has submitted a Subcontractor Eligibility form, as specified by the Office, for each such proposed subcontract, and the Contractor has obtained the Office's prior written approval, based on the information submitted, of the Contractor's intent to enter into such proposed subcontract. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Office is in no way liable to the Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that the Contractor obtain the Office's prior written approval of a subcontractor's eligibility, be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Office's approval under Section 11 does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Office maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, the Office does not waive any right of action which may exist or which may subsequently accrue to the Office under this contract.

C. The Contractor shall comply with 24 CFR Section 85.36, this contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.

D. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Office determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 12. CONFLICT OF INTEREST

A. The Contractor shall ensure that no employee, officer, or agent of the Contractor shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner;

or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. The Contractor shall comply with Chapter 171, Texas Local Government Code and 24 C.F.R. 570.489(h) of the federal regulations.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this contract or any other CDBG contract or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of the Contractor.

D. The Contractor shall include the substance of this section in all subcontracts.

SECTION 13. NONDISCRIMINATION, RELIGIOUS ACTIVITY, AND FAITH-BASED ORGANIZATIONS

A. The Contractor shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this contract.

B. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this contract. The Contractor receiving funds under this contract shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by the Contractor under this contract shall involve, nor shall any portion of the funds received by the Contractor under this contract, be used to engage in inherently religious activities. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds made available under this contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract. The Contractor shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development on faith-based activities at 24 C.F.R. Sec. 570.200(j).

SECTION 14. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Office shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Office for any money it has received from the Office for performance of the provisions of this contract, if the Office has suspended or terminated this contract for reasons enumerated in this Section 14.

SECTION 15. LITIGATION AND CLAIMS

The Contractor shall give the Office immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out the performance of any subcontract; and 2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Office. Except as otherwise directed by the Office, the Contractor shall furnish immediately to the Office copies of all pertinent papers received by the Contractor with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the Act, the Regulations of the Office, assurances and certifications made to the Office by the Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the Texas Community Development Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TCDP Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Office may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Director of the TCDP in the form of TCDP issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TCDP Project Implementation Manual shall not alter the terms of this contract so as to release the Office of any obligation specified in Section 4 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, the Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, or otherwise requiring the Office's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this contract as specified in Section 4 (C);
2. The transfer will not change the scope or objective of the projects funded under this contract; and
3. The Contractor submits a budget revision report to the Office, on a form specified by the Office, simultaneously with the submission of the Contractor's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 17. SUSPENSION

Notwithstanding the provisions of TEX. GOV'T. CODE ANN. Chapter 2251, in the event the Contractor fails to comply with any term of this contract, the Office may, upon written notification to the Contractor, suspend this contract in whole or in part and withhold further payments to the Contractor, and prohibit the Contractor from incurring additional obligations of funds under this contract.

SECTION 18. TERMINATION

A. The Office shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified in Section 2 of this contract whenever the Office determines that the Contractor has failed to comply with any term of this contract. The Office shall notify the Contractor in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

B. Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the part of this contract to be terminated, and shall cease to incur costs thereunder. The Office shall not be liable to the Contractor or to the Contractor's creditors for costs incurred after termination of this contract.

D. Notwithstanding any exercise by the Office of its right of suspension under Section 17 of this contract, or of early termination pursuant to this Section 18, the Contractor shall not be relieved of any liability to the Office for damages due to the Office by virtue of any breach of this contract by the Contractor. The Office may withhold payments to the Contractor until such time as the exact amount of damages due to the Office from the Contractor is agreed upon or is otherwise determined.

SECTION 19. AUDIT

A. The Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. (a) Audit Required-Federal Awards. Contractors expending \$500,000 or more in Federal financial assistance for any fiscal year end, beginning with fiscal year ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133 - Revised as of June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, Office may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 19, "Federal financial assistance" means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in §__205 (h) and §__205 (i). The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government. The term includes awards of

Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) **Audit Required-State Awards.** Contractors that expended \$500,000 or more in State Awards for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single or program specific audit conducted for that year in accordance with provisions of the State of Texas Single Audit Circular. For purposes of this Section 19, "State Award" means state financial or cost reimbursement contracts received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State award does not mean state financial assistance and state cost-reimbursement contracts received directly or indirectly under the terms of other federal awards. State awards do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. State awards also do not include federal awards as defined by OMB Circular A-133.

2. Notwithstanding Section 4(A)(5) and Section 4(A)(6), the Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the Office under this contract, provided however that the Office shall not make payment for the cost of such audit services until the Office has received a satisfactory audit report and invoice, as determined by the Office, from the Contractor; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services.

3. The Contractor shall submit one (1) copy of the report of such audit to the Office within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the audit period. The Contractor shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by the Office or its authorized representative. The Contractor shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone, fax number and e-mail address. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the Texas Community Development Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements in paragraphs "A-1 through 3" of this Section 19, the Contractor shall submit within 60 days of its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report in accordance with the Uniform Grant Management Standards, Subpart C-Post Award Requirements. Failure by the Contractor to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the Texas Community Development Program, and the issuance of new contracts for funding awards.

B. Notwithstanding Subsection A of this Section 19, the Office reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this contract. The Contractor agrees to permit the Office or its authorized representative to audit the Contractor's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. The Contractor understands and agrees that it shall be liable to the Office for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Office of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as the Office may require of the Contractor.

E. The Contractor shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to the Office at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

G. Pursuant to the Texas Administrative Code §5.167(c), "Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant and Contract Management Standards." The Uniform Grant and Contract Management Standards (UGMS) (D) sec. 400 requires "Recipients who are required to have a single audit and receive state or federal awards for more than one state agency shall have a state single audit coordinating agency. The governor's office shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Further, it is the Contractor's responsibility to make this request to the governor's office pursuant to the Texas Administrative Code §5.167(c)(2), "To have a state single audit coordinating agency designated a recipient must submit a written request to the Governor's Budget and Planning Office, P.O. Box 12428, Austin, Texas 78711. This request must list the state agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit."

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. The Contractor understands and agrees that by the execution of this contract the Contractor shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to the Office under Section 5304(f) of the Act, in accordance with and to the extent specified in 24 C.F.R. Part 58. In accordance with Section 58.77(b) of such regulations, the Contractor further understands and agrees that the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

B. Funds provided under this contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project;
2. Environmental studies, including environmental clearance activities required by this Section; and
3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

C. The Contractor shall prepare a written Environmental Assessment of its activities in accordance with 24 C.F.R. Part 58, Subpart E, and the TCDP Project Implementation Manual. The Contractor must then follow the steps specified in this subsection to ensure compliance with the National Environmental Policy Act (NEPA). When the Environmental Assessment is completed, the Contractor must follow one of the following two (2) procedures. The first is a Finding of Significant Impact, in which the Request for Release of Funds for the project is an action which may significantly affect the quality of the human environment. If this is the case, the Contractor must then prepare an Environmental Impact Statement in accordance with Subpart F or Subpart G of 24 C.F.R. Part 58. The second and more common procedure must be followed for all projects not requiring an Environmental Impact Statement. The Contractor in this instance must publish, in the manner prescribed in 24 C.F.R. Sections 58.43 and 58.45, a combined legal notice in a single publication: A Finding of No Significant Impact (FONSI), and a Notice of Intent to Request Release of Funds (NOI/RROF). In the first part of this notice, the Contractor certifies that, as a result of the Environmental Assessment, the project is not an action which may or will significantly affect the quality of the human environment. The Contractor shall then provide the public with at least fifteen (15) calendar days to comment on this combined notice following its publication date, unless exceptional circumstances exist as specified in 24 C.F.R. Section 58.46. If no unresolved problems occur, the Contractor must then concurrently submit to the Office the following documents:

1. Transmittal Letter
2. RROF/FONSI Certification Form
3. Published FONSI/NOI/RROF
4. Publisher's Affidavit
5. Project Site Description

Upon receipt of such documents, the Office must allow a fifteen (15) calendar day comment period to expire before it can formally release any project funds which are subject to the environmental review regulations. The Contractor must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. The Contractor shall document its compliance with such other requirements in its environmental review file.

SECTION 21. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with Section 570.486 of the Regulations and this contract;

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Office, from the activities specified in Exhibit A, Performance Statement, of this contract;

C. Prior to the termination of this contract, the Contractor shall hold a public hearing to review its performance under this contract;

D. For each public hearing scheduled and conducted by the Contractor under this section, the Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both

English and Spanish, if appropriate. The Office shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for the handicapped.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with TEX. GOVT. CODE ANN. Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Office's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 22. SPECIAL CONDITIONS

A. The Office shall not release any funds for any costs incurred by the Contractor under this contract until the Office has received a copy of the Contractor's previous fiscal year audit report or certification from the Contractor that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. The Office shall specify the content and form of such certification.

B. The Office shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Office receives a properly completed Depository/Authorized Signators Form, as specified by the Office, from the Contractor.

C. The Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until the Contractor has received the applicable prevailing wage rates from the Office.

D. In accordance with Section 18 of this contract, this contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 20 or listed under Section 22 funded under this contract have begun by such date.

E. The Contractor shall provide a report to the Office one year after the contract termination date which indicates the additional benefits (mentioned in the Contractor's application on page 3 of the Project Summary), to the city/county that resulted from the CDBG investment.

F. Public buildings, facilities, and centers constructed with Office of Rural Community Affairs (ORCA) Community Development Block Grant (CDBG) assistance shall have permanent signage placed in a prominent visible public area that recognizes the financial assistance provided by the Office of Rural Community Affairs and the U.S. Department of Housing and Urban Development Community

Development Block Grant Program. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing ORCA CDBG funding shall have temporary signage that recognizes the financial assistance provided by the Office of Rural Community Affairs and the U.S. Department of Housing and Urban Development Community Development Block Grant Program erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

G. Prior to the Office's release of funds for the construction of the water system improvements described in Exhibit A, Performance Statement, of this contract, the Contractor shall provide certification to the Office that plans, specifications, and related documents for its water system improvements have been prepared by a registered professional engineer and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality review requirements described in Title 30 of the Texas Administrative Code, Chapter 290 (30 TAC 290.39).

H. PROJECT MAPPING/DESIGN INFORMATION AND COPYRIGHT

1. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Office upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Office. If requested by the Office, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Office are properly identified. Specifically, the CD label shall show the Contractor's name, the Office's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

2. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Office's prior written approval. The Office reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

3. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

SECTION 23. DEBARMENT

By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The

Contractor shall receive the certification provided by the Office from each proposed subcontractor under this contract and its principals.

SECTION 24. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of the Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of the Contractor, the State of Texas, or the government of the United States.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.


B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 3 of this contract:

1. Exhibit A, Performance Statement, 2 Pages
2. Exhibit B, Budget, 2 Pages
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Applicable Laws and Regulations, 3 Pages
5. Exhibit E, Certifications, 2 Pages

SECTION 26. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

WITNESS OUR HANDS EFFECTIVE June 22, 2005.



Michael D. Brown, County Judge
County of Tom Green

Approved and accepted on behalf of the Office of Rural Community Affairs.

Charles S. (Charlie) Stone, Executive Director
Office of Rural Community Affairs

This contract is not effective unless signed by the Executive Director of the Office of Rural Community Affairs or by the Executive Director's authorized designee.

EXHIBIT A
PERFORMANCE STATEMENT
TOM GREEN COUNTY

Contractor shall carry out the following activities in the target area identified in its 2005 Community Development Fund application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

Water Facilities

Contractor shall, on behalf of the Christoval Community, replace undersized water distribution lines to bring its system into Texas Commission on Environmental Quality (TCEQ) compliance. Construction shall include the installation of approximately four thousand nine hundred fifteen linear feet (4,915 l.f.) of six (6), four (4) and two (2) inch water line, eight hundred ninety-four linear feet (894 l.f.) of service line, twenty (20) gate valves, thirty-six (36) service reconnections and all necessary appurtenances. Construction shall take place at the following locations:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Alley between Denny & Holland Streets	First Street	Sixth Street
Alley between Denny & Lewis Streets	Fourth Street	Sixth Street
Alley between Denny & Lewis Streets	First Street	Second Street
Sixth Street	Alley between Denny & Lewis Streets	Holland Street
Fourth Street	Alley between Denny & Lewis Streets	Holland Street
Second Street	Alley between Denny & Lewis Streets	Holland Street
First Street	Alley between Denny & Lewis Streets	Holland Street

These activities shall benefit seventy-four (74) persons, of which fifty-nine (59) persons or eighty percent (80%) are of low to moderate income.

Engineering

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Administration

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

EXHIBIT B
BUDGET
TOM GREEN COUNTY

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a.	Water Facilities	\$ 131,399	\$ 8,751	\$ 140,150
1b.	Sewer Facilities	\$	\$	\$
2.	Solid Waste Disposal Facilities	\$	\$	\$
3.	Other Public Utilities (Gas)	\$	\$	\$
4.	Street Improvements	\$	\$	\$
5.	Flood and Drainage Facilities	\$	\$	\$
6.	Neighborhood Facilities/ Community Centers	\$	\$	\$
7.	Senior Centers	\$	\$	\$
8.	Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9.	Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10.	Fire Protections Facilities and Equipment	\$	\$	\$
11.	Parking Facilities	\$	\$	\$
12.	Pedestrian Malls and Walkways	\$	\$	\$
13.	Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14.	Specially Authorized Public Facilities and Improvements	\$	\$	\$
15.	Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16.	Interim Assistance	\$	\$	\$

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
17.	Rehabilitation of Private Properties (Housing)	\$	\$	\$
17a.	Rehabilitation of Private Properties (Water service)	\$	\$	\$
17b.	Rehabilitation of Private Properties (Sewer service)	\$	\$	\$
18.	Rehabilitation of Public Residential Structures	\$	\$	\$
19.	Public Housing Modernization	\$	\$	\$
20.	Clearance Demolition Activities	\$	\$	\$
21.	Historic Preservation	\$	\$	\$
22.	Removal of Architectural Barriers	\$	\$	\$
23.	Code Enforcement	\$	\$	\$
24.	Acquisition	\$	\$	\$
25.	Relocation Payments & Assistance	\$	\$	\$
26.	Economic Development Loan	\$	\$	\$
27.	Economic Devel. Interest Subsidy	\$	\$	\$
28.	Economic Devel. Loan Guarantee	\$	\$	\$
29.	Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30.	Engineering/Architectural Serv. (Total for all construction accounts)	\$ 28,600	\$ -0-	\$ 28,600
31.	Planning & Urban Env. Design (NOT TO EXCEED 16%)	\$	\$	\$
32.	General Administration	\$ 15,000	\$ -0-	\$ 15,000
TOTALS		\$ 174,999	\$ 8,751 ^{1,2}	\$ 183,750

¹ Tom Green County: in-kind services (\$4,281)

² Tom Green Fresh Water Supply District #2: cash (\$4,470)

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
Tom Green County

VOL. 82 Pg. 49

Activity: Water Facilities	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services	X																							
Environmental Review		X	X																					
Acquisition			X	X																				
Plans & Specifications			X	X																				
Clearance of Special Conditions					X	X	X																	
Wage Rate Request/Decision/10-Day Call						X	X																	
Bid Advertisement/Contract Award								X																
Construction									X	X	X	X	X	X	X	X	X	X	X	X				
Interim & Final Inspections											X	X	X	X	X	X	X	X	X	X	X			
General Administration	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Audit & Close-out																					X	X	X	X

CONTRACT START DATE
 June 22, 2005

CONTRACT ENDING DATE
 June 21, 2007

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the Act and Regulations specified in Section 3 of this contract and with the OMB Circular and federal regulations specified in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R. Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by the Contractor under this contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this contract, the Contractor understands and agrees that the activities funded shall be operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec.1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by the Office thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 [below]. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

Historic Preservation
[36 CFR Part 800]

Floodplain Management
[24 CFR 55, Executive Order 11988]

Wetland Protection
[Executive Order 11990]

Coastal Zone Management Act
[Sections 307(c), (d)]

Safe Drinking Water Act
[42 USC 201, 300(f) & 21 U.S.C. 349]

Sole Source Aquifers
[40 CFR 149]

Endangered Species Act
[50 CFR 402]

Wild and Scenic Rivers Act
[Sections 7(b), and (c)]

Clean Air Act
[Sections 176 (c), (d), and 40 CFR 6, 51, 93]

Farmland Protection Policy Act
[7 CFR 658]

Environmental Justice
[Executive Order 12898]

HUD Environmental Standards:

Noise Abatement and Control
[24 CFR 51B]

Explosive and Flammable Operations
[24 CFR 51C]

Toxic Chemicals and Radioactive Materials
[24 CFR 58.5(i)]

Airport Clear Zones and Accident Potential Zones
[24 CFR 51D]

Other requirements
See 24 CFR Part 58.6

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et seq.), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

EXHIBIT E
CERTIFICATIONS

I, Michael D. Brown, County Judge, County of Tom Green

CERTIFY WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE County of Tom Green, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;


(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000a et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3901 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE OFFICE;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE OFFICE;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TCDP FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE OFFICE.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.



Name

7-26-05

Date

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED County of Tom Green

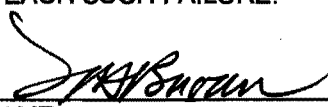
CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING", IN ACCORDANCE WITH ITS INSTRUCTIONS.

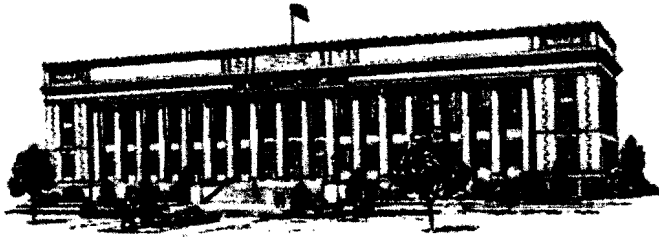
(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

SIGNED:  DATE: 7-26-05
NAME
TOM GREEN COUNTY JUDGE
TITLE (MAYOR/JUDGE)

#17

TOM GREEN COUNTY



SAN ANGELO, TEXAS

OFFICE OF
AUDITOR

July 19, 2005

The Honorable Commissioners' Court
Tom Green County
San Angelo, Texas

Gentlemen:

Attached is the Auditor's report for June 2005 which consists of The Software Group generated report *Statement of Revenues – Budget vs. Actual vs. Last Year* for General Fund and the Road & Bridge Funds and the *Statement of Expenditures – Budget vs. Actual* for General Fund and the Road & Bridge Funds. Also included are additional statements to detail the General Ledger information. These include: a statement consolidating monthly receipts and disbursements for each fund; a statement summarizing cash and cash equivalents of each fund; a statement detailing the bonded indebtedness of Tom Green County; and a statement which shows projected expenditures and funds available for jail construction.

Respectfully submitted,

Stanley P. Liles
County Auditor

Accepted:

Honorable Michael D. Brown
County Judge

AUDITOR'S MONTHLY REPORT
TO COMMISSIONERS' COURT
JUNE 30, 2005

	Page
Combined Statement of Cash - All Funds	1
Combined Statement of Operating Cash Flows - All Funds	3
Tom Green County Bonded Indebtedness	5
Jail Construction - Projected Expenditures and Funds Availability	6
Statement of Revenues - General Fund	7
Statement of Revenues - Road & Bridge Precinct 1 & 3	11
Statement of Revenues - Road & Bridge Precinct 2 & 4	12
Statement of Expenditures - General Fund	13
Statement of Expenditures - Road & Bridge Precinct 1 & 3	46
Statement of Expenditures - Road & Bridge Precinct 2 & 4	47

TOM GREEN COUNTY
COMBINED STATEMENT OF CASH - ALL FUNDS
FOR THE MONTH ENDED JUNE 2005

FUND		CASH	MBIA	FUNDS MANAGEMENT	TOTAL
General Fund	001	\$ 24,120.90	\$ 5,273,501.82	\$ 5,315,738.98	\$ 10,613,361.70
Road & Bridge Prcts. 1 & 3	005	(8,105.31)	478,754.61	-0-	470,649.30
Road & Bridge Prcts. 2 & 4	006	(5,269.08)	587,067.57	-0-	581,798.49
Cafeteria Plan Trust	009	6,880.49	-0-	-0-	6,880.49
County Law Library	010	4,235.34	10,346.94	63,478.60	78,060.88
Cafeteria/Zesch & Pickett	011	2,500.00	-0-	-0-	2,500.00
Justice Court Technology Fund	012	1,439.53	112,817.83	-0-	114,257.36
Library/Hughes	014	467.46	3,628.98	477,276.41	481,372.85
Library Donations Fund	015	1,815.81	17,641.62	-0-	19,457.43
Records Mgt/District Clerk-GC51.3	016	1,784.08	10,108.92	-0-	11,893.00
Records Mgt/District Clerk-Co Wide	017	884.41	1,212.80	-0-	2,097.21
Courthouse Security/County Crts.	018	3,134.83	120,662.06	-0-	123,796.89
Records Mgt/County Clerk	019	1,166.81	72,843.26	-0-	74,010.07
Library Miscellaneous	020	3,050.62	45,053.80	-0-	48,104.42
CIP Donations	021	4,190.89	-0-	-0-	4,190.89
Bates	022	258.61	31.51	81,017.58	81,307.70
General Land Purchase	025	120.20	10,381.66	-0-	10,501.86
Reserve for Special Venue Trials	026	200,000.00	-0-	-0-	200,000.00
Texas Community Development Program	027	-0-	-0-	-0-	-0-
County Clerk Preservation	030	3,891.76	57,374.31	-0-	61,266.07
County Clerk Archive	032	3,880.18	62,950.54	-0-	66,830.72
Wastewater Treatment Fund	038	850.00	-0-	-0-	850.00
County Attorney Fee	045	6,448.15	-0-	-0-	6,448.15
Juror Donations	047	-0-	-0-	-0-	-0-
Election Contract Service	048	23,987.54	-0-	-0-	23,987.54
Judicial Education/County Judge	049	444.00	-0-	-0-	444.00
51st District Attorney Fee	050	15,043.12	-0-	-0-	15,043.12
Lateral Road	051	15,350.38	-0-	-0-	15,350.38
51st DA Special Forfeiture Acct	052	36,502.17	-0-	-0-	36,502.17
Cert. of Obligation Series 1995	053	45,877.65	-0-	-0-	45,877.65
119th District Atty Fee Acct	055	9,707.40	-0-	-0-	9,707.40
State Fees-Civil	056	11,530.51	58,500.00	-0-	70,030.51
119th DA/DPS Forfeiture Acct	057	86.45	-0-	-0-	86.45
119th DA Special Forfeiture Acct	058	15,643.07	-0-	-0-	15,643.07
Park Donations Fund	059	55.85	-0-	-0-	55.85
TAIP, CSCD	063	73,843.02	-0-	-0-	73,843.02
Diversion Target Program, CCRC	064	68,894.88	-0-	-0-	68,894.88
Comm. Supervision & Corrections	065	317,360.67	-0-	-0-	317,360.67
CRTC	066	253,380.42	-0-	-0-	253,380.42
Community Corrections Prog.	067	51,220.42	-0-	-0-	51,220.42
Substance Abuse Caseloads	069	11,251.97	-0-	-0-	11,251.97
State & Municipal Fees	071	1,324.16	10,068.19	-0-	11,392.35
Consolidated Court Costs	072	28,973.18	188,506.09	-0-	217,479.27
Graffiti Eradication Fund	073	479.56	-0-	-0-	479.56
Veterans' Service	075	2,746.36	-0-	-0-	2,746.36
Employee Enrichment Fund	076	8,412.84	-0-	-0-	8,412.84
Judicial Efficiency Fund	082	10,042.77	-0-	-0-	10,042.77
Judicial Efficiency Fund - County Crts	083	3,622.13	-0-	-0-	3,622.13

Prepared by the Tom Green County Auditor's Office

Jun05_MR

Page 1 of 48

VOL. 82 PG. 57

**TOM GREEN COUNTY
COMBINED STATEMENT OF CASH - ALL FUNDS
FOR THE MONTH ENDED JUNE 2005**

FUND	CASH	MBIA	FUNDS MANAGEMENT	TOTAL
Post Adjud. Juv. Detention Fac.-Prior Year084	90,068.44	-0-	-0-	90,068.44
4-H Building Construction 089	319,402.29	-0-	-0-	319,402.29
EFTPS/Payroll Tax Clearing Fund 094	-0-	-0-	-0-	-0-
Payroll Fund 095	4,194.82	-0-	-0-	4,194.82
Court at Law Excess St Splmnt. 096	2,183.03	-0-	-0-	2,183.03
LEOSE Training Fund-Sheriff 097	1,829.23	10,044.42	-0-	11,873.65
Child Restraint State Fee Fund 098	5,200.21	-0-	-0-	5,200.21
Cert. of Obligation 1998 - I & S 099	167,127.80	-0-	235,259.07	402,386.87
Co Atty - LEOSE Trng Fund 100	989.62	-0-	-0-	989.62
Constable Prct 1 Leose Trng Fund 102	1,132.19	-0-	-0-	1,132.19
Constable Prct 2 Leose Trng Fund 103	1,273.37	-0-	-0-	1,273.37
Constable Prct 3 Leose Trng Fund 104	2,265.08	-0-	-0-	2,265.08
Constable Prct 4 Leose Trng Fund 105	2,593.70	-0-	-0-	2,593.70
Court Transaction Fee, JP Courts 106	5,950.05	49,641.13	-0-	55,591.18
TCOMI 109	26,114.82	-0-	-0-	26,114.82
Juvenile Deferred Processing Fees 110	13,442.97	-0-	-0-	13,442.97
Co Judge Excess Contributions 111	184.47	-0-	-0-	184.47
Pass-Thru Grants 113	147.65	-0-	-0-	147.65
Child Safety Fee - Trans. Code 502.173 114	9,368.80	-0-	-0-	9,368.80
Loanstar Library Grant 201	6,502.15	-0-	-0-	6,502.15
Trollinger Fund 202	358,816.34	-0-	-0-	358,816.34
Library Expansion 203	2,003.41	-0-	-0-	2,003.41
Courthouse Landscaping 301	336.28	-0-	-0-	336.28
Sheriff Forfeiture Fund 401	24,114.49	-0-	-0-	24,114.49
State Aid/Regional 500	5,092.21	-0-	-0-	5,092.21
Salary Adjustment/Regional 501	562.33	-0-	-0-	562.33
Community Corrections/Regional-State Fu 502	9,142.64	-0-	-0-	9,142.64
Community Corrections/Regional 503	5,262.54	-0-	-0-	5,262.54
IV-E Program/Regional 504	83,969.80	-0-	-0-	83,969.80
Progressive Sanctions JPO/Regional 506	2,697.49	-0-	-0-	2,697.49
Progressive Sanctions Levels 123/Regiona507	10,432.08	-0-	-0-	10,432.08
Special Projects-PY's Interest Funds/Regio509	6,261.00	-0-	-0-	6,261.00
AYUDAR Donation 580	6,641.24	-0-	-0-	6,641.24
Texas Youth Commission 582	90,077.16	-0-	-0-	90,077.16
IV-E Program 583	721,240.25	-0-	-0-	721,240.25
Post Adjudication Facility-Bldg Maintenanc584	33,272.87	-0-	-0-	33,272.87
AYUDAR/Substance Abuse Program 585	23,224.40	-0-	-0-	23,224.40
State Aid 586	11,385.25	-0-	-0-	11,385.25
Community Corrections 587	78,455.16	-0-	-0-	78,455.16
Salary Adjustment 588	14,554.19	-0-	-0-	14,554.19
Family Preservation 589	8,277.77	-0-	-0-	8,277.77
Post Adjudication Facility-State Support 590	(303.78)	-0-	-0-	(303.78)
Progressive Sanctions Levels 123 591	(5,398.14)	-0-	-0-	(5,398.14)
Progressive Sanctions JPO 592	(6,840.55)	-0-	-0-	(6,840.55)
Progressive Sanctions ISJPO 593	(1,302.40)	-0-	-0-	(1,302.40)
Special Projects-PY's Interest Funds 599	16,041.55	-0-	-0-	16,041.55
TOTAL ALL FUNDS	\$ 3,421,512.47	\$ 7,181,138.06	\$ 6,172,770.64	\$ 16,775,421.17

Prepared by the Tom Green County Auditor's Office

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
FOR THE MONTH ENDED JUNE 2005

FUND		CASH, MBIA, & FM 6/1/05	RECEIPTS	DISBURSE- MENTS	CASH, MBIA, & FM 6/30/05
General Fund	001	\$ 11,129,461.96	\$ 1,202,848.62	\$ 1,718,948.88	\$ 10,613,361.70
Road & Bridge Prcts. 1 & 3	005	532,333.03	48,870.76	110,554.49	470,649.30
Road & Bridge Prcts. 2 & 4	006	654,354.58	49,018.15	121,574.24	581,798.49
Cafeteria Plan Trust	009	4,209.78	6,431.76	3,761.05	6,880.49
County Law Library	010	71,965.97	6,728.20	633.29	78,060.88
Cafeteria/Zesch & Pickett	011	2,500.00	-0-	-0-	2,500.00
Justice Court Technology Fund	012	113,437.92	4,180.46	3,361.02	114,257.36
Library/Hughes	014	480,201.57	1,171.28	-0-	481,372.85
Library Donations Fund	015	19,818.09	682.89	1,043.55	19,457.43
Records Mgt/District Clerk-GC51.3	016	11,102.88	790.12	-0-	11,893.00
Records Mgt/District Clerk-Co Wide	017	2,629.32	961.89	1,494.00	2,097.21
Courthouse Security/County Crts.	018	121,026.57	6,575.78	3,805.46	123,796.89
Records Mgt/County Clerk	019	71,476.79	2,578.28	45.00	74,010.07
Library Miscellaneous	020	43,593.28	5,752.99	1,241.85	48,104.42
CIP Donations	021	4,175.30	15.59	-0-	4,190.89
Bates	022	81,109.61	198.09	-0-	81,307.70
General Land Purchase	025	10,475.53	26.33	-0-	10,501.86
Reserve for Special Venue Trials	026	200,000.00	-0-	-0-	200,000.00
Texas Community Development Program	027	-0-	-0-	-0-	-0-
County Clerk Preservation	030	56,882.38	12,478.52	8,094.83	61,266.07
County Clerk Archive	032	64,279.20	10,224.46	7,672.94	66,830.72
Wastewater Treatment Fund	038	670.00	180.00	-0-	850.00
County Attorney Fee	045	6,787.35	6,349.00	6,688.20	6,448.15
Juror Donations	047	-0-	-0-	-0-	-0-
Election Contract Service	048	2,091.54	24,402.11	2,506.11	23,987.54
Judicial Education/County Judge	049	298.31	160.69	15.00	444.00
51st District Attorney Fee	050	15,535.32	389.61	881.81	15,043.12
Lateral Road	051	15,232.63	117.75	-0-	15,350.38
51st DA Special Forfeiture Acct	052	11,040.50	27,426.35	1,964.68	36,502.17
Cert. of Obligation Series 1995	053	45,749.10	198.05	69.50	45,877.65
119th District Atty Fee Acct	055	10,282.41	306.82	881.83	9,707.40
State Fees-Civil	056	45,372.17	25,237.44	579.10	70,030.51
119th DA/DPS Forfeiture Acct	057	86.29	0.27	0.11	86.45
119th DA Special Forfeiture Acct	058	16,480.42	1,134.00	1,971.35	15,643.07
Park Donations Fund	059	55.65	0.20	-0-	55.85
TAIP, CSCD	063	29,594.28	67,357.00	23,108.26	73,843.02
Diversion Target Program, CCRC	064	61,924.10	24,173.00	17,202.22	68,894.88
Comm. Supervision & Corrections	065	184,459.84	320,172.85	187,272.02	317,360.67
CRTC	066	59,189.08	300,427.37	106,236.03	253,380.42
Community Corrections Prog.	067	16,965.22	78,774.40	44,519.20	51,220.42
Substance Abuse Caseloads	069	966.39	16,784.00	6,498.42	11,251.97
State & Municipal Fees	071	13,078.64	7,032.25	8,718.54	11,392.35
Consolidated Court Costs	072	132,184.03	85,827.14	531.90	217,479.27
Graffiti Eradication Fund	073	477.85	1.71	-0-	479.56
Veterans' Service	075	3,515.61	361.26	1,130.51	2,746.36
Employee Enrichment Fund	076	8,203.02	1,166.53	956.71	8,412.84
Judicial Efficiency Fund	082	10,325.87	37.41	320.51	10,042.77
Judicial Efficiency Fund - County Courts	083	3,658.02	13.11	49.00	3,622.13

Prepared by the Tom Green County Auditor's Office

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
FOR THE MONTH ENDED JUNE 2005

FUND	CASH, MBIA, & FM 6/1/05	RECEIPTS	DISBURSE- MENTS	CASH, MBIA, & FM 6/30/05	
Post Adj. Juv. Detention Fac.-Prior Year	084	89,870.62	288.31	90.49	90,068.44
4-H Building Construction	089	293,415.49	26,251.80	265.00	319,402.29
EFTPS/Payroll Tax Clearing Fund	094	-0-	-0-	-0-	-0-
Payroll Fund	095	1,503.87	3,973.57	1,282.62	4,194.82
Court at Law Excess St Splmnt.	096	2,314.40	8.63	140.00	2,183.03
LEOSE Training Fund-Sheriff	097	11,842.07	31.58	-0-	11,873.65
Child Restraint State Fee Fund	098	4,686.50	513.71	-0-	5,200.21
Cert. of Obligation 1998 - I & S	099	369,432.94	32,953.93	-0-	402,386.87
Co Atty - LEOSE Trng Fund	100	986.09	3.53	-0-	989.62
Constable Prct 1 Leose Trng Fund	102	1,127.36	4.83	-0-	1,132.19
Constable Prct 2 Leose Trng Fund	103	1,268.82	4.55	-0-	1,273.37
Constable Prct 3 Leose Trng Fund	104	2,256.93	8.15	-0-	2,265.08
Constable Prct 4 Leose Trng Fund	105	2,583.68	10.02	-0-	2,593.70
Court Transaction Fee, JP Courts	106	53,495.20	2,114.99	19.01	55,591.18
TCOMI	109	11,511.34	23,117.00	8,513.52	26,114.82
Juvenile Deferred Processing Fees	110	13,159.13	297.03	13.19	13,442.97
Co Judge Excess Contributions	111	183.81	350.65	349.99	184.47
Pass-Thru Grants	113	147.12	0.53	-0-	147.65
Child Safety Fee - Trans. Code 502.173	114	7,423.88	1,944.92	-0-	9,368.80
Loanstar Library Grant	201	6,535.31	26.06	59.22	6,502.15
Trollinger Fund	202	354,796.03	4,288.68	268.37	358,816.34
Library Expansion	203	2,152.22	55.48	204.29	2,003.41
Courthouse Landscaping	301	335.08	1.20	-0-	336.28
Sheriff Forfeiture Fund	401	24,067.08	74.51	27.10	24,114.49
State Aid/Regional	500	2,403.99	9,884.52	7,196.30	5,092.21
Salary Adjustment/Regional	501	85.38	951.24	474.29	562.33
Community Corrections/Regional-State Funds	502	4,180.10	9,906.78	4,944.24	9,142.64
Community Corrections/Regional	503	7,782.78	29.07	2,549.31	5,262.54
IV-E Program/Regional	504	86,255.60	283.03	2,568.83	83,969.80
Progressive Sanctions JPO/Regional	506	542.84	4,601.76	2,447.11	2,697.49
Progressive Sanctions Levels 123/Regional	507	11,833.18	3,195.11	4,596.21	10,432.08
Special Projects-PY's Interest Funds/Regional	509	-0-	6,261.00	-0-	6,261.00
AYUDAR Donation	580	6,626.65	21.26	6.67	6,641.24
Texas Youth Commission	582	90,614.28	294.43	831.55	90,077.16
IV-E Program	583	712,736.35	23,748.32	15,244.42	721,240.25
Post Adjudication Facility-Bldg Maintenance	584	33,199.79	106.51	33.43	33,272.87
AYUDAR/Substance Abuse Program	585	26,767.05	8,435.50	11,978.15	23,224.40
State Aid	586	22,541.09	34.49	11,190.33	11,385.25
Community Corrections	587	84,874.29	16,242.83	22,661.96	78,455.16
Salary Adjustment	588	21,106.83	57.26	6,609.90	14,554.19
Family Preservation	589	20,037.25	51.18	11,810.66	8,277.77
Post Adjudication Facility-State Support	590	3,650.03	11.71	3,965.52	(303.78)
Progressive Sanctions Levels 123	591	2,284.90	17.82	7,700.86	(5,398.14)
Progressive Sanctions JPO	592	8,381.28	24.02	15,245.85	(6,840.55)
Progressive Sanctions ISJPO	593	1,244.40	2.65	2,549.45	(1,302.40)
Special Projects-PY's Interest Funds	599	-0-	16,041.55	-0-	16,041.55
TOTAL ALL FUNDS		\$ 16,771,500.43	\$ 2,544,090.19	\$ 2,540,169.45	\$ 16,775,421.17

Prepared by the Tom Green County Auditor's Office

**TOM GREEN COUNTY
INDEBTEDNESS
AS OF JUNE 30, 2005**

MONTHLY ACTIVITY

Indebtedness balance as of June 1, 2005	\$15,227,100.00
Proceeds from Contractual Obligations	
Proceeds from Bond Refunding Debt Issue	
Bonded Indebtedness Principal Paydown	
Pre FY94 Sales Tax Revenue Repayment	-
Indebtedness balance as of June 30, 2005	\$15,227,100.00

FUND	ORIGINAL INDEBTEDNESS	PRIOR PRINCIPAL PAYMENTS	FY05 PRINCIPAL PAYMENTS	INDEBTEDNESS AS OF 6/30/05
099; 98 General Obligation Refunding	\$ 18,885,000.00	\$ 2,710,000.00	\$ 1,565,000.00	\$ 14,610,000.00
Pre FY94 Sales Tax Revenue Overpayment	950,351.03	303,551.03	29,700.00	617,100.00
GRAND TOTAL	\$19,835,351.03	\$3,013,551.03	\$1,594,700.00	\$15,227,100.00

TOM GREEN COUNTY
JAIL CONSTRUCTION PROJECTED EXPENDITURES AND FUNDS AVAILABILITY
 June 30, 2005

	BUDGETED EXPENDITURES						CASH
	DETENTION & JUSTICE CENTER	SHAVER BUILDING	SO: WALL REPAIR	JAIL MECHANISM	RE-ROOF BARRACKS	STD TIMES PARKING LOT	
6/1/05 BALANCE							\$ 45,749.10
Interest							198.05
Bank service charges							(69.50)
BUDGETED EXP:	-0-	13,600.00	8,510.00	64,184.00	24,978.00	43,000.00	
Expenditures to date:	(265,957.21)	(14,176.23)	(11,160.00)	(61,684.00)	(25,361.50)	-0-	
Jun-05 Expenditures	-0-	-0-	-0-	-0-	-0-	-0-	.
Jun-05 Budget Balance	<u>\$ (265,957.21)</u>	<u>\$ (576.23)</u>	<u>\$ (2,650.00)</u>	<u>\$ 2,500.00</u>	<u>\$ (383.50)</u>	<u>\$ 43,000.00</u>	
6/30/05 FUND BALANCE							<u>\$ 45,877.65</u>
LESS: Budgeted Expenditures					Standard Times Parking Lot:		43,000.00
6/30/05 FUNDS AVAILABLE							<u>\$ 2,877.65</u>

* **<NOTE>** Fund 053 is the only fund containing Construction Funds. All the available funds are on deposit at Texas State Bank, page 1; *Combined Statement of Cash - All Funds*; Fund 053.

001 - GENERAL FUND - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD	Rev Receivable	%Rm
310-3101 CURRENT TAX LEVY	12,700,319	12,700,319	129,375.26	12,400,245.45	11,683,793.00	300,073.55	2
310-3102 DELINQUENT TAXES	185,000	185,000	15,436.13	210,899.86	179,429.16	-25,899.86	-14
310-3191 PENALTY AND INTEREST	135,000	135,000	21,878.81	121,650.74	105,668.38	13,349.26	10
TOTAL GENERAL PROPERTY TAXES	13,020,319	13,020,319	166,690.20	12,732,796.05	11,968,890.54	287,522.95	2

001 - GENERAL FUND - BUSINESS LICENSE AND PERMITS

320-3201 ALCOHOLIC BEVERAGES	28,000	28,000	2,485.00	22,247.00	24,087.25	5,753.00	21
320-3202 SUBDIVISION PLAT FILINGS	0	0	0.00	0.00	0.00	0.00	*****
320-3204 SOBP	2,000	2,000	0.00	1,000.00	0.00	1,000.00	50
TOTAL BUSINESS LICENSE AND PERMITS	30,000	30,000	2,485.00	23,247.00	24,087.25	6,753.00	23

001 - GENERAL FUND - STATE SHARED REVENUE

330-3312 CRB FUND	0	0	0.00	0.00	0.00	0.00	*****
330-3321 GENERAL SALES AND USE TAX	4,900,000	4,900,000	398,910.11	2,963,599.02	2,835,340.40	1,936,400.98	40
330-3322 NAT'L SCHOOL BREAKFAST/LUNCH PR	0	0	5,899.21	22,775.29		-22,775.29	*****
330-3323 PROJECT KICK	0	0	0.00	0.00	50,914.45	0.00	*****
330-3324 RKR POST ADJUDICATION FACILITY	0	0	7,395.00	73,015.00	116,173.75	-73,015.00	*****
330-3325 TITLE IV COMMUNITY SERVICE GRAN	0	0	13,302.91	30,096.19	15,640.93	-30,096.19	*****
330-3326 HHSC/COMPUTER ACCOMMODATIONS FO	36,667	36,667	37,675.35	34,687.41	281,021.94	1,979.59	5
330-3327 STATE SUPPLEMENT/COUNTY ATTY	33,900	33,900	0.00	33,900.00	33,900.00	0.00	0
330-3328 MENTAL HEALTH UNIT	150,000	150,000	0.00	55,000.00	93,103.22	95,000.00	63
330-3329 CIU GRANT/OAG	77,056	77,056	0.00	23,787.00	34,168.00	53,269.00	69
330-3330 SAFE & SOBER STEP PROGRAM	40,000	40,000	5,317.26	14,352.44	13,453.15	25,647.56	64
330-3331 CERT GRANT	0	0	0.00	0.00	0.00	0.00	*****
330-3333 FAMILY VIOLENCE INVESTIGATOR	0	0	0.00	0.00	13,423.86	0.00	*****
330-3335 MENTAL OFFENDER GRANT - JUVENIL	0	0	0.00	0.00	0.00	0.00	*****
330-3336 HOMELAND SECURITY GRANT	0	0	0.00	0.00	0.00	0.00	*****
330-3337 CCL SUPPLEMENT	70,000	70,000	903.08	68,205.88	59,711.76	1,794.12	3
330-3339 TEXAS NARCOTICS CONTROL PROGRAM	69,601	69,601	0.00	43,399.26	49,172.26	26,201.74	38
330-3341 DOMESTIC VIOLENCE PROSECUTION U	80,000	80,000	0.00	52,086.94	38,775.31	27,913.06	35
330-3343 BLOCK GRANT REVENUE	0	0	0.00	15,968.17	0.00	-15,968.17	*****
330-3345 DWI/DRUG COURT GRANT	0	0	0.00	35,457.43		-35,457.43	*****
330-3346 BINGO TAX	40,000	40,000	0.00	16,181.01	23,675.31	23,818.99	60
330-3349 CSCD FISCAL OFFICER SUPPLEMENT	7,539	7,539	0.00	4,523.25	5,653.50	3,015.75	40
330-3353 MIXED BEVERAGE TAX	200,000	200,000	0.00	96,388.43	131,935.41	103,611.57	52
330-3356 HUD/PAYMENT IN LIEU OF TAXES	35,000	35,000	38,050.00	38,050.00	37,230.00	-3,050.00	-9
330-3357 COUNTY JUDGE STATE SUPPLEMENT	10,000	10,000	227.86	9,315.92	9,424.72	684.08	7
330-3358 TIME PAYMENT	0	0	0.00	0.00	4,751.71	0.00	*****
330-3359 INDIGENT LEGAL SERVICES	0	0	0.00	0.00	186.79	0.00	*****
330-3360 ADA STATE SUPPLEMENT	7,760	7,760	0.00	5,920.00	1,810.00	1,840.00	24
330-3364 CONSOLIDATED COURT COSTS	125,000	125,000	0.00	60,795.66	57,689.47	64,204.34	51
330-3366 TOBACCO SETTLEMENT	16,000	16,000	0.00	0.00	35,216.56	16,000.00	100
330-3369 AG CHILD SUPPORT REIMBURSEMENT	3,500	3,500	10.00	2,161.88	4,105.50	1,338.12	38
330-3370 STATE ALIEN ASSISTANCE PROGRAM	10,000	10,000	0.00	0.00	0.00	10,000.00	100
330-3372 FFVPU GRANT	54,500	54,500	0.00	32,733.82	27,209.02	21,766.18	40

001 - GENERAL FUND - STATE SHARED REVENUE

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD	Rev Receivable	%Rm
330-3373 FFIU GRANT	39,200	39,200	0.00	24,469.66	18,504.35	14,730.34	38
330-3374 FVVA GRANT	46,600	46,600	0.00	17,478.63	19,570.70	29,121.37	62
330-3375 PASS THRU GRANT REVENUE	0	0	0.00	0.00	0.00	0.00	*****
330-3376 WITNESS ASSISTANCE PROGRAM	39,400	39,400	0.00	19,248.00	19,200.00	20,152.00	51
330-3380 AG COURT COST REIMBURSEMENT	133,000	133,000	10,610.64	70,837.62	89,936.88	62,162.38	47
330-3381 SENATE BILL 7 REVENUE	45,000	45,000	0.00	28,315.50	23,715.50	16,684.50	37
330-3382 TOBACCO GRANT	0	0	0.00	5,000.00		-5,000.00	*****
330-3385 COMMUNITY NETWORKING 2/TIFB	0	0	0.00	0.00	0.00	0.00	*****
330-3387 LEPC/HMEP PLANNING	0	0	0.00	0.00	375.00	0.00	*****
330-3388 CIU GRANT/CJD	0	0	0.00	20,162.23		-20,162.23	*****
TOTAL STATE SHARED REVENUE	6,269,723	6,269,723	518,301.42	3,917,911.64	4,144,989.45	2,351,811.36	38

001 - GENERAL FUND - FEES OF OFFICE

340-3400 TREASURER	1,500	1,500	60.00	1,307.58	983.08	192.42	13
340-3401 COUNTY JUDGE/PROBATE	2,500	2,500	165.00	1,676.03	1,764.00	823.97	33
340-3402 COUNTY JUDGE	50	50	3.93	11.49	56.67	38.51	77
340-3403 COUNTY SHERIFF	110,000	110,000	8,432.45	72,041.95	81,435.30	37,958.05	35
340-3404 COUNTY ATTORNEY	34,000	34,000	2,741.70	23,758.80	24,560.50	10,241.20	30
340-3405 COUNTY CLERK	470,000	470,000	46,770.73	345,508.65	355,936.96	124,491.35	26
340-3406 TAX ASSESSOR/COLLECTOR FEES	375,000	375,000	38,209.25	289,468.75	280,271.75	85,531.25	23
340-3407 DISTRICT CLERK	138,000	138,000	12,177.65	102,834.49	97,446.65	35,165.51	21
340-3408 JUSTICE OF THE PEACE	12,000	12,000	1,320.00	11,475.68	9,685.00	524.32	4
340-3409 CONSTABLE	95,000	95,000	10,413.00	76,423.29	79,199.80	18,576.71	20
340-3411 TAX CERT/MOBILE HOME FEES	10,000	10,000	1,328.00	7,794.00	7,200.00	2,206.00	22
340-3415 RKR POST ADJUDICATION FACILITY	1,090,177	1,090,177	31,075.00	228,615.00	384,772.50	861,562.00	79
340-3420 CO CLK TSR/SR FEES	0	0	0.00	0.00	5.00	0.00	*****
340-3421 JURY FEES	3,500	3,500	276.00	1,925.42	6,276.46	1,574.58	45
340-3422 ELECTION REVENUE	1,800	1,800	3.50	476.07	1,289.12	1,323.93	74
340-3424 CRTC BLDG INSURANCE	3,000	3,000	0.00	1,701.15	6,804.60	1,298.85	43
340-3425 CRT REPORTER FEES/CNTY CLERK	13,500	13,500	1,170.00	10,330.00	9,435.00	3,170.00	23
340-3426 CRT REPORTER FEES/DIST CLERK	15,000	15,000	1,503.00	11,262.29	12,090.00	3,737.71	25
340-3427 CITY PRISONER REIMBURSEMENT	85,000	85,000	9,772.00	51,962.00	83,760.00	33,038.00	39
340-3429 BOND FEES	0	0	0.00	0.00	0.00	0.00	*****
340-3430 COPIER REVENUE/LIBRARY	17,000	17,000	1,386.50	11,881.84	12,405.56	5,118.16	30
340-3434 IMMIGRATION REIMB/SHERIFF	4,000	4,000	1,596.00	3,238.76	462.00	761.24	19
340-3436 SHERIFF'S ARREST FEES	75,000	75,000	1,219.28	10,632.82	66,525.74	64,367.18	86
340-3437 ARREST WARRANTS	60,000	60,000	3,436.70	27,497.06	35,787.24	32,502.94	54
340-3438 PARKS	8,500	8,500	1,067.00	5,769.00	5,695.00	2,731.00	32
340-3440 ATTORNEY FEES	20,000	20,000	647.41	19,157.20	12,075.45	842.80	4
340-3442 CIVIL	0	0	0.00	0.00		0.00	*****
340-3443 ENVIRONMENTAL CONTROL INSPECTIO	35,000	35,000	5,200.00	24,565.00	24,755.00	10,435.00	30
340-3445 DUMPGROUND	0	0	0.00	0.00	8,857.00	0.00	*****
340-3446 JUVENILE DETENTION CENTER	30,000	30,000	0.00	7,200.00	5,100.00	22,800.00	76
340-3448 JP COURT COSTS	27,000	27,000	2,365.03	17,437.23	22,618.32	9,562.77	35
340-3449 DWI VIDEO	6,500	6,500	255.18	2,642.24	3,517.48	3,857.76	59
340-3450 DEF ADJUCATION FEES	70,000	70,000	7,926.00	61,267.21	66,952.78	8,732.79	12
340-3451 JAIL PHONE CONTRACT	197,738	197,738	17,018.44	123,790.25	124,532.92	73,947.75	37
340-3466 JAIL PHONE/SHERIFF'S OFFICE %	0	0	0.00	0.00	0.00	0.00	*****

BUDGETARY ACCOUNTING SYSTEM
Statement of Revenues - Budget vs Actual vs Last Year
001 - GENERAL FUND

The Software Group, Inc.

For the Month of June and the 9 Months Ending June 30, 2005

001 - GENERAL FUND - FEES OF OFFICE

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD	Rev Receivable	%Rm
340-3467 FEDERAL PRISONER HOUSING CONTRA	550,000	550,000	54,558.00	466,074.00	421,764.00	83,926.00	15
TOTAL FEES OF OFFICE	3,560,765	3,560,765	262,096.75	2,019,725.25	2,254,020.88	1,541,039.75	43

001 - GENERAL FUND - FINES AND FORFEITURES

360-3601 FINES/DISTRICT COURTS	150,000	150,000	4,107.02	136,314.91	139,996.51	13,685.09	9
360-3602 CNTY FINE/JP COURTS	500,000	500,000	43,070.27	344,064.77	392,730.71	155,935.23	31
360-3603 CRT/AT/LAW	375,000	375,000	15,573.50	164,989.06	93,792.07	210,010.94	56
360-3604 CRT/AT/LAW 2	0	0	0.00	0.00	121,228.99	0.00	*****
360-3605 BOND FORFEITURES	25,000	25,000	8,609.00	23,335.28	47,570.00	1,664.72	7
TOTAL FINES AND FORFEITURES	1,050,000	1,050,000	71,359.79	668,704.02	795,318.28	381,295.98	36

001 - GENERAL FUND - INTEREST EARNINGS

370-3701 DEPOSITORY INTEREST	78,000	78,000	3,208.82	54,782.16	85,453.81	23,217.84	30
370-3703 INTEREST ON REPURCHASE	0	0	0.00	0.00	0.00	0.00	*****
370-3704 INTEREST ON SECURITIES	0	0	0.00	0.00	26,767.24	0.00	*****
370-3705 MBIA INTEREST	22,000	22,000	15,961.08	80,705.07	26,490.70	-58,705.07	-267
370-3706 FUNDS MANAGEMENT INTEREST	20,000	20,000	12,925.91	68,787.60	20,978.22	-48,787.60	-244
370-3709 CREDIT CARD SERVICE FEES	2,500	2,500	-2,784.20	1,967.65	2,813.80	532.35	21
370-3713 SETTLEMENT PROCEEDS	0	0	0.00	0.00	0.00	0.00	*****
TOTAL INTEREST EARNINGS	122,500	122,500	29,311.61	206,242.48	162,503.77	-83,742.48	-68

001 - GENERAL FUND - SALES COMPENSATION/LOSS OF FIXED ASSETS

380-3801 SALVAGE SALES	5,000	5,000	0.00	0.00	0.00	5,000.00	100
TOTAL SALES COMPENSATION/LOSS OF FIXED A	5,000	5,000	0.00	0.00	0.00	5,000.00	100

001 - GENERAL FUND - OTHER REVENUE

390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	1.78	15.50	-1.78	*****
390-3903 MISCELLANEOUS REVENUE	500	500	1,682.28	2,377.47	-15.20	-1,877.47	-375
390-3904 TJPC PROBATION FEES	7,500	7,500	205.00	2,147.50	7,066.00	5,352.50	71
390-3907 DEFENSIVE DRIVING FEES	15,000	15,000	1,240.00	9,560.00	13,908.75	5,440.00	36
390-3909	0	0	0.00	0.00	0.00	0.00	*****
390-3912 FLOOD AREA SCHOOL/ROAD TR ACCT	0	0	0.00	2,313.72	2,504.78	-2,313.72	*****
390-3913 LAWSUIT PROCEEDS	0	0	0.00	0.00	0.00	0.00	*****
390-3914 CIVIL SETTLEMENT PROCEEDS	2,220	2,220	185.00	1,665.00	1,665.00	555.00	25
390-3916 FINGERPRINTING FEES	2,000	2,000	258.00	1,788.00	1,966.00	212.00	11
390-3917 REGULAR INMATE TRANSPORT	0	0	100.00	1,200.00	500.00	-1,200.00	*****
390-3918 PRISONER DAMAGE REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	*****
390-3919 IHC REIMB/LOCAL	120,000	120,000	6,503.20	114,130.48	102,369.95	5,869.52	5
390-3920 PRISONER MEDICAL REIMBURSEMENT	0	0	0.00	63.50	901.47	-63.50	*****

001 - GENERAL FUND - OTHER REVENUE

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD Rev	Receivable	%Rm
390-3922 PAYMENTS BY PROGRAM PARTICIPANT	0	0	374.00	2,163.00		-2,163.00	*****
390-3925 RESTITUTION REVENUE	0	0	0.00	41.02	68.47	-41.02	*****
390-3927 IHC STATE REIMBURSEMENT	45,000	45,000	0.00	0.00	0.00	45,000.00	100
390-3930 CRIME VICTIMS COMPENSATION	0	0	2,176.07	4,537.26		-4,537.26	*****
390-3947 SAHF HEALTHWISE GRANT	0	0	0.00	0.00	0.00	0.00	*****
390-3960 CHILD SAFETY	175	175	0.00	46.80	120.00	128.20	73
390-3961 SUBSTANCE ABUSE FISCAL SERVICE	384	384	0.00	256.50	288.00	127.50	33
390-3962 CCP FISCAL SERVICE FEE	1,677	1,677	0.00	1,158.00	1,256.50	519.00	31
390-3963 CRTC FISCAL SERVICE FEE	9,954	9,954	0.00	6,570.75	7,465.00	3,383.25	34
390-3964 TAIP FISCAL SERVICE FEE	0	0	0.00	0.00	0.00	0.00	*****
390-3965 REFUNDS	0	0	0.00	0.00	21,482.22	0.00	*****
390-3967 DRUG COURT FISCAL SERVICE FEE	503	503	0.00	336.00	375.00	167.00	33
390-3970 SNOF FISCAL SERVICE FEE (SPECIA	535	535	0.00	346.50	400.50	188.50	35
390-3973 SALE OF LAND	0	0	0.00	5,466.00	350.86	-5,466.00	*****
390-3975 COURTHOUSE SECURITY BAILIFF REI	75,000	75,000	0.00	0.00	79,000.00	75,000.00	100
390-3978 PROPERTY LEASES	1,000	1,000	0.00	527.00	525.00	473.00	47
390-3980 TRANSFER IN/OUT	0	0	0.00	0.00	-25,025.00	0.00	*****
390-3984 REIMBURSEMENT RECORDS ARCHIVE	0	0	0.00	0.00	0.00	0.00	*****
390-3985 REIMBURSEMENT JAIL COMMISSARY	48,100	48,100	0.00	24,070.96	16,785.77	24,029.04	50
390-3986 REIMBURSEMENT R & B SHOP EMPLOY	180,784	180,784	13,988.76	126,012.19	120,834.00	54,771.81	30
390-3987 REIMB RECORDS MGMT/CO CLK	70,000	70,000	0.00	5,455.00	0.00	64,545.00	92
390-3988 JAIL REIMBURSEMENT - ARAMARK	80,000	80,000	45,488.84	49,077.59	24,008.90	30,922.41	39
390-3989 REIMBURSEMENT RECORDS MGMT	5,455	5,455	0.00	0.00		5,455.00	100
TOTAL OTHER REVENUE	665,787	665,787	72,201.15	361,312.02	378,817.47	304,474.98	46
TOTAL GENERAL FUND	24,724,094	24,724,094	1,122,445.92	19,929,938.46	19,728,627.64	4,794,155.54	19

005 - ROAD & BRIDGE PRECINCT 1 & 3 - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD Rev	Rev Receivable	%Rm
310-3102 DELINQUENT TAXES	100	100	1.57	12.75	32.25	87.25	87
310-3191 PENALTY & INTEREST	100	100	3.37	27.49	62.85	72.51	73
TOTAL GENERAL PROPERTY TAXES	200	200	4.94	40.24	95.10	159.76	80

005 - ROAD & BRIDGE PRECINCT 1 & 3 - STATE SHARED REVENUE

330-3312 CRB FUND DISTRIBUTION	520,000	520,000	0.00	499,730.01	498,182.75	20,269.99	4
TOTAL STATE SHARED REVENUE	520,000	520,000	0.00	499,730.01	498,182.75	20,269.99	4

005 - ROAD & BRIDGE PRECINCT 1 & 3 - FEES OF OFFICE

340-3410 ADD'L FEES ROAD & BRIDGE	450,000	450,000	46,307.80	340,819.20	332,778.43	109,180.80	24
TOTAL FEES OF OFFICE	450,000	450,000	46,307.80	340,819.20	332,778.43	109,180.80	24

005 - ROAD & BRIDGE PRECINCT 1 & 3 - INTEREST EARNINGS

370-3701 DEPOSITORY INTEREST	2,900	2,900	67.26	2,044.03	4,366.17	855.97	30
370-3703 INTEREST ON REPURCHASE	0	0	0.00	0.00	0.00	0.00	*****
370-3705 MBIA INTEREST	3,100	3,100	1,493.94	6,598.86	1,933.43	-3,498.86	-113
TOTAL INTEREST EARNINGS	6,000	6,000	1,561.20	8,642.89	6,299.60	-2,642.89	-44

005 - ROAD & BRIDGE PRECINCT 1 & 3 - SALES COMPENSATION/LOSS OF FIXED ASSETS

380-3801 SALVAGE SALES	0	0	0.00	0.00	0.00	0.00	*****
380-3802 TX DEPT TRANS/TRUCK WEIGHT FEE	10,000	10,000	59.00	923.00	1,699.50	9,077.00	91
TOTAL SALES COMPENSATION/LOSS OF FIXED A	10,000	10,000	59.00	923.00	1,699.50	9,077.00	91

005 - ROAD & BRIDGE PRECINCT 1 & 3 - OTHER REVENUE

390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	0.00	0.12	0.00	*****
390-3903 MISCELLANEOUS REVENUE	0	0	0.00	0.00	0.00	0.00	*****
390-3911 DONATIONS	0	19,820	0.00	19,820.00		0.00	0
TOTAL OTHER REVENUE	0	19,820	0.00	19,820.00	0.12	0.00	0

TOTAL ROAD & BRIDGE PRECINCT 1 & 3	986,200	1,006,020	47,932.94	869,975.34	839,055.50	136,044.66	14
---	----------------	------------------	------------------	-------------------	-------------------	-------------------	-----------

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM
Statement of Revenues - Budget vs Actual vs Last Year
006 - ROAD & BRIDGE PRECINCT 2 & 4

10:03:07 18 JUL 2005

The Software Group, Inc.

For the Month of June and the 9 Months Ending June 30, 2005

Page 2

006 - ROAD & BRIDGE PRECINCT 2 & 4 - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD Rev	Receivable	%Rm
310-3102 DELINQUENT TAXES	100	100	1.57	12.76	32.26	87.24	87
310-3191 PENALTY & INTEREST	100	100	3.38	27.52	62.87	72.48	72
TOTAL GENERAL PROPERTY TAXES	200	200	4.95	40.28	95.13	159.72	80

006 - ROAD & BRIDGE PRECINCT 2 & 4 - STATE SHARED REVENUE

330-3312 CRB FUND DISTRIBUTION	520,000	520,000	0.00	499,729.99	498,182.75	20,270.01	4
TOTAL STATE SHARED REVENUE	520,000	520,000	0.00	499,729.99	498,182.75	20,270.01	4

006 - ROAD & BRIDGE PRECINCT 2 & 4 - FEES OF OFFICE

340-3410 ADD'L FEES ROAD & BRIDGE	450,000	450,000	46,307.80	340,819.20	332,778.42	109,180.80	24
TOTAL FEES OF OFFICE	450,000	450,000	46,307.80	340,819.20	332,778.42	109,180.80	24

006 - ROAD & BRIDGE PRECINCT 2 & 4 - INTEREST EARNINGS

370-3701 INTEREST REVENUE	4,000	4,000	66.16	1,865.83	2,293.84	2,134.17	53
370-3705 MBIA INTEREST	6,000	6,000	1,666.74	6,648.58	3,014.01	-648.58	-1
TOTAL INTEREST EARNINGS	10,000	10,000	1,732.90	8,514.41	5,307.85	1,485.59	15

006 - ROAD & BRIDGE PRECINCT 2 & 4 - SALES COMPENSATION/LOSS OF FIXED ASSETS

380-3801 SALVAGE SALES	0	0	0.00	0.00	0.00	0.00	*****
380-3802 TX DEPT TRANS/TRUCK WEIGHT FEE	10,000	10,000	894.50	1,046.00	629.00	8,954.00	90
TOTAL SALES COMPENSATION/LOSS OF FIXED A	10,000	10,000	894.50	1,046.00	629.00	8,954.00	90

006 - ROAD & BRIDGE PRECINCT 2 & 4 - OTHER REVENUE

390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	0.00	0.00	0.00	*****
390-3903 MISCELLANEOUS REVENUE	0	0	0.00	0.00	0.00	0.00	*****
390-3911 DONATIONS	0	0	0.00	0.00	0.00	0.00	*****
TOTAL OTHER REVENUE	0	0	0.00	0.00	0.00	0.00	*****

TOTAL ROAD & BRIDGE PRECINCT 2 & 4	990,200	990,200	48,940.15	850,149.88	836,993.15	140,050.12	14
TOTAL FOR REPORTED FUNDS	1,976,400	1,996,220	96,873.09	1,720,125.22	1,676,048.65	276,094.78	14

Prepared by the Tom Green County Auditor's Office

Page 12 of 48

VOL. 82 PG.

68